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The Solicitors' Journal and Reporter.

LONDON, JULY 4, 1891.

CURRENT TOPICS.

WE PRINT elsewhere a batch of new Rules of the Supreme Court. The first of these, rule 33a of R. S. C., order 42, creates a new practice as to the documents impounded by the court. Such documents, it will be seen, "are not to be parted with," which was always understood, but they "are not to be inspected, except on a written order signed by the judge on whose order they were impounded, and by the president of the division in which they are impounded." Fortunately, it rarely happens that documents are impounded, or the presidents of the various divisions of the court might find a considerable addition to their duties. "Such documents," the rule proceeds, "shall not be delivered out of the custody of the court except upon an order made on motion in open court." This last provision is altogether new, and is likely to entail unnecessary expense upon suitors. It is presumed that when such documents are required for the purposes of a prosecution they will remain in the custody of the court, and the officer of the court will be directed to attend with them at the trial, and that this will be at the expense of the prosecutor.

THE PROCEDURE under section 23 of the Partnership Act, 1890 (53 & 54 Vict. c. 39), is regulated by two new rules, ord. 46, rr. 1a and 1b. Under this section a judgment creditor of a partner can obtain an order charging his debt upon that partner's interest in the partnership property and profits, but the other partners are to be at liberty to redeem the interest charged, or, in case of a sale being directed, to purchase it. The procedure is by summons, and it is now provided that the summons, if taken out by a judgment creditor, is to be served on the judgment debtor and his partners, or such of them as are within the jurisdiction; and if taken out by a partner, then on the judgment creditor and judgment debtor, and upon such of the other partners as do not concur in the application and are within the jurisdiction. In the case of a cost book company service on the purser takes the place of service on the partners. By another new rule a useful change is made in ord. 54, r. 4, with regard to the length of service of summonses, and it is now provided that in the case of summonses for time only, the summons may be served on the day previous to the return thereof.

BUT BY FAR the most important of the new rules are those which consolidate and amend the practice with regard to suing firms. They are eleven in number, and constitute a new order, which is to be known as order 48a. The subject is one to which we have frequently called attention, chiefly with a view to pointing out the difficulties under which suitors labour who

wish to enforce their claims against foreign firms. The whole law, as it has been recently settled by decisions of the Court of Appeal, will be found set out *ante*, p. 374. We regret that it has not been found possible to allow foreign firms to be sued in the name of the firm. This would be to reintroduce the convenient practice which prevailed from 1876, when *O'Neile v. Clason* (46 L. J. Q. B. 191) was decided, until 1890, when the Court of Appeal, in *Russell v. Cambefort & Co.* (37 W. R. 701), held it to be improper, on the ground that the courts could exercise no jurisdiction over foreign subjects; and as it was further said that such jurisdiction could not be conferred by rules, even though issued under the authority of Parliament, it is not surprising that no attempt to do this has been made. The Rule Committee have, however, considerably modified the strictness with which this principle was applied in *Russell v. Cambefort & Co.* A distinction must be drawn between that case, where the foreign firm had a place of business in England, and the later case of *Western National Bank of New York v. Perez Triana & Co.* (39 W. R. 245; 1891, 1 Q. B. 304), where the firm was purely foreign. Where there is no branch business in this country, it will still be necessary, in accordance with the recently-settled practice, to sue the partners individually; but the terms of the new rule (ord. 48a, r. 1), under which "any two or more persons claiming or being liable as co-partners, and carrying on business within the jurisdiction," may sue or be sued in the name of the firm, seem to imply that *Russell v. Cambefort & Co.* is overruled. The rule, generally, is the same as ord. 16, r. 14, but the words in italics are new. Moreover, by rule 3, service on a partner within the jurisdiction, or on the manager, is sufficient, whether any of the members of the firm are out of the jurisdiction or not; and no leave to issue a writ against them is necessary. This sanctions the decision in *Lysaght v. Clark & Co.* (*ante*, p. 347), where service on one partner resident within the jurisdiction was held to be sufficient, and since the provision would also make service on the manager in England good, although all the partners reside abroad, it confirms the view we have taken of rule 1. As many foreign firms have branch businesses in England, the change made by the rules gives, in effect, a great deal of what we have contended for. Another important change is made by rule 7, which overrules *Davies v. André* (38 W. R. 437, 24 Q. B. D. 598), and allows a person served as a partner to enter an appearance under protest denying that he is a partner. By rule 4 notice must be given at the time of service of the writ whether the person served is served as a partner or as a manager.

THE STAMP DUTIES BILL, as amended by the Standing Committee of the House of Commons on Law, has now been printed, but the changes effected are small. It will be no longer "the duty of the officer" of the court to call the attention of the judge to any omission or insufficiency of the stamp on a document tendered in evidence. Clause 14 now provides that "notice shall be taken" by the judge himself, as proposed in committee by the Solicitor-General. Clauses 34 and 35, dealing with bills of exchange drawn abroad, have been more skilfully arranged, doubtless in consequence of the decision in *Re Boyse, Crofton v. Crofton* (33 Ch. D. 612).

WE ARE INFORMED that, in reply to the report made by the registrars of the Chancery Division upon the questions which were raised in *Re Palmer, Palmer v. Hardwick* (*ante*, pp. 522, 569), as to the drawing up of orders made by the official referees in actions in that division, the judges of the Court of Appeal have expressed their opinion as follows:—"We are of opinion that the practice of entitling judgments and orders made by official referees with the name of the judge to whom the cause or matter referred is attached is unobjectionable, and is useful, by facilitating reference to papers and otherwise, and may be properly continued. But we think that the judgments and orders should be expressed to be made by the referee himself, and not by the judge. We are further of opinion that the registrars . . . should draw up all the orders made by the referee, leaving to him the responsibility of their propriety. We do not think any new rule on the subject is necessary."

THE OBSERVATIONS made by Mr. ELLETT, the president of the Gloucestershire Law Society, at its annual meeting, on the Public Trustee Bill, may be commended to the consideration of our readers. He advises the profession, on the reintroduction of the Bill next year, to support the course—which it has been understood is favoured by many influential members of Parliament, including Mr. H. H. FOWLER and Sir HORACE DAVEY—viz., that the Lord Chancellor's Bill should be moulded in committee so as to reduce the public trustee to the position of a mere custodian of trust funds. We discussed the matter fully *ante*, pp. 389, 410, and arrived at a similar conclusion. The plan would not give absolute security, but it would afford a very substantial check upon trustees by giving publicity to their proceedings; it would make fraudulent misappropriation very much more difficult than it is at present, while it would keep the actual administration of the estate in the hands of private trustees. If legislation is required at all, legislation on these lines would meet all the reasonable requirements of the case without going beyond them.

THE STRICTNESS with which the new rules respecting petitions for the winding up of companies are at times enforced should afford a warning to all practitioners presenting such petitions. The rules require that the advertisements and necessary evidence should be produced to the registrar before the petition comes into the list in order that the matter may be properly ripe for hearing when called on in court. If the registrar finds the documents imperfect he does not allow the petition to be in the paper for the day appointed. An application was made last week to Mr. Justice NORTH to allow an advertisement which had not been published the requisite seven clear days to be treated as good notwithstanding the rule. The advertisement in the *London Gazette* had been published the requisite number of days, but that in the daily paper was defective in this respect. Mr. Justice NORTH pointed out that under the previous rules three advertisements were required; that in this case an advertisement in the *Gazette* was seen by nobody, but that which would be seen by everybody was defective in an important particular, and he directed that fresh advertisements, both in the *Gazette* and in the daily paper, should be published; and this had the effect of postponing the hearing of the petition for at least a fortnight. Upon the same subject of the enforcement of the new rules, Mr. Justice CHITTY said last Saturday that it was of great importance that creditors or contributories appearing on the hearing of a winding-up petition should strictly conform to the rules, and should state in the notice of their intention to appear whether they intended to support or oppose the petition. One of the objects of the new rules was to get rid of the evil practice which had previously existed, of solicitors handing watching, or what were known as open, briefs to counsel. He intended to enforce the new rules with the greatest strictness, and anyone who infringed the rules must know that he would do so at his peril.

THE COURT OF APPEAL have unanimously pronounced in favour of the judgment of VAUGHAN WILLIAMS, J., as against that of CAVE, J., in the case of *Gough v. Gough* (see *ante*, pp. 408, 415), which presented a question of great difficulty upon the construction of the Agricultural Holdings Act. By section 29 of that Act a landlord, on paying compensation money under the Act, may obtain from the county court a charge of the compensation money on the holding. By section 61 "landlord" means any person for the time being entitled to the rents and profits of a holding; "tenant" includes the executors of a tenant; and "the designations of landlord and tenant continue to apply to the parties until the conclusion of any proceedings taken under or in pursuance of the Act in respect of compensation for improvements." In *Gough v. Gough* the landlord was a tenant for life who died after award and before payment of the compensation money, which was in fact paid by his executors about a fortnight after his death. The question was whether section 61 so extended the term "landlord" in section 29 as to allow the executors to obtain the charge from the county court. VAUGHAN WILLIAMS, J., in an elaborate judgment, had answered this question in the affirmative, while CAVE, J., in a judgment

equally elaborate, had answered it in the negative. To us it appeared on the whole that, on the construction of the Act, the opinion of CAVE, J., was the right one; and after a careful re-consideration of the question we are bound to say that the judgment of the Court of Appeal has not convinced us. That judgment appears to treat the two explanations of the term landlord provided by section 61 as more or less in conflict, and to have pronounced in favour of that which says that the designations of landlord and tenant shall continue to apply to "the parties" until the proceedings are concluded, "so as to include the executors when they become parties to the proceedings." It seems to us, however, that the continuance of the designation of landlord was intended to apply only as between a living landlord (who had ceased to be such by the determination of the tenancy) and the tenant, and could have no application to strangers to the contract of tenancy, such as were the executors of the landlord in *Gough v. Gough*. "Executors" are included in the definition of "tenant," but not in that of "landlord."

IN THE case of *Re Jones* the Divisional Court (CAVE and CHARLES, JJ.) has decided that an order cannot be made under section 53 (2) of the Bankruptcy Act, 1883, against the income of a workman who is employed at weekly wages. The operation of the statute appears to be a little capricious. The section provides that, where a bankrupt is in the receipt of a salary or income, the court may, on the application of the trustee, make an order for the payment of the whole or any part thereof to the trustee, to be applied by him in such manner as the court shall direct. The meaning of this was discussed in *Ex parte Bennell, Re Hutton* (14 Q. B. D. 301) with reference to the income of the well-known bone-setter, which was said to exceed £1,000 a year. But the Court of Appeal held that no order could be made against it, on the ground that it arose solely from the personal skill of the bankrupt, and was not a fixed sum which he was entitled to receive under a contract. It was assumed that the word "income" must be treated as *ejusdem generis* with "salary." In *Re Brindley* (4 Morrell's Bank. Cas. 104) the question arose with regard to the salary of a commercial traveller. This was £100 a year, but was payable weekly, and his engagement was terminable at a week's notice. These latter circumstances were regarded, however, as immaterial. The income itself was fixed with reference to a year; it was due under an existing contract; and, as BRETT, M.R., put it in *Ex parte Bennell*, the bankrupt would be certain to get it if things went on as they were. In *Re Jones*, on the other hand, the bankrupt was a collier working at weekly wages, and there was no reason why his employment should be continuous throughout the year. As in *Ex parte Bennell*, there was no definite income fixed with reference to a year, and it depended entirely on himself how much he would earn. This latter remark might, of course, be made of *Re Brindley*, but there the engagement and the salary were both fixed with reference to a year, though terminable at any time at short notice. The result is a little hard on persons who are in receipt of annual salaries, and the law takes advantage of the necessity under which they are usually placed of remaining in their employment.

THE CASE of *The Queen v. Commissioners under the Boiler Explosions Act, 1882* (39 W. R. 440; 1891, 1 Q. B. 703) has brought to light a curious specimen of ambiguity in the short Act of last session (c. 35) to amend the Act of 1882. Section 4 of the Act of 1882 is as follows:—"This Act shall not apply to any boiler used exclusively for domestic purposes, or to any boiler used in the service of her Majesty, or to any boiler on board a steamship having a certificate from the Board of Trade, or to any boiler explosion into which an inquiry may be held under the provisions of the Coal Mines Regulation Act, 1872, and the Metalliferous Mines Regulation Act, 1872, or either of them"; and section 2 of the Act of 1890 enacts that "so much of section 4 of the Boiler Explosions Act, 1882, as relates to any boiler other than a boiler used in the service of her Majesty, or used exclusively for domestic purposes, is hereby repealed, and the said Act shall apply in the case of any boiler explosion oc-

curing on board a British ship." The puzzle was this: To find out whether the last part of section 4 of the Act of 1882 relating to "any boiler explosion," &c., was repealed by section 2 of the Act of 1890. That section, it will be observed, repealed so much of section 4 of the first Act "as relates to any boiler other than," &c., and if read as confined to the part of section 4 which mentions "any boiler" (not "any boiler explosion") would simply expunge the words "or to any boiler on board a steamship having a certificate from the Board of Trade"; and this was the contention on the part of the prosecution in applying for a prohibition, but it was held by the Divisional Court and by the Court of Appeal that the whole section was repealed, except as to a boiler used in the service of her Majesty or exclusively for domestic purposes. CAVE, J., observed that the repealing enactment had been made as difficult of construction as possible. This, we think, cannot be denied. We are not now concerned with the question whether or not the decision is sound, but merely with the draftsman'ship of the section. If the enactment was intended to repeal section 4 of the earlier Act so far only as relates to any boiler on a steamship having a certificate from the Board of Trade, the question occurs, Why did not the draftsman so frame the repeal as to apply in direct terms to such a boiler, and not repeal this part indirectly by saying "any boiler other than a boiler used," &c., mentioning the boilers not intended to be touched by the repeal? This mode of repealing certainly seems to warrant the suggestion that the draftsman meant to repeal more than what related to "any boiler used on a steamship," &c. On the other hand, if it was intended to repeal the latter part of section 4, why should he have said "so much of section 4," &c., "as relates to any boiler other than," &c.? The common-sense way of effecting the repeal would surely have been to say, "section 4 of the Boiler Explosions Act, 1882, except so far as relates to a boiler used exclusively for domestic purposes or used in the service of her Majesty, is hereby repealed." We notice that the Bill which became the Act of 1890 was not a Government Bill, and that the words in section 2 after "repealed" were not in the Bill as introduced. It is certainly unfortunate that it is nobody's business to see that private member's Bills are properly framed; Government Bills, indeed, are by no means faultless, but we are glad to find that the Act of 1890 did not originate with the Government.

THE RULE IN *KENDALL v. HAMILTON*.

THE recent case of *Hoare v. Niblett* (39 W. R. 491) has added another decision to the list of those which have been based upon the rule which was finally established by the House of Lords in the case of *Kendall v. Hamilton* (1879, 28 W. R. 97, L. R. 4 App. Cas. 504). This rule is to the effect that a judgment (although unsatisfied) against one of two joint contractors is a bar to a subsequent action against the other on the same contract.

In *Hoare v. Niblett* the plaintiff agreed with a house agent to take a furnished house for a year. The house and furniture appear to have belonged partly to Mrs. NIBLETT (the defendant in this case) and partly to her husband, so that the agent was in fact acting on behalf of both husband and wife. The plaintiff was unaware of the wife's interest, and, upon the agreement being broken, sued and obtained judgment against the husband alone, who soon afterwards became bankrupt. The plaintiff then ascertained the wife's interest and sued her. It was held that the judgment against the husband was a bar to the action against the wife. It was argued that a married woman, who can only contract in respect of her separate estate, cannot be jointly liable with her husband, but that her liability gives rise to a separate and distinct cause of action. This argument was held to be untenable, and the rule in *Kendall v. Hamilton* was applied. So far as this case decided a question of law, it is, therefore, important mainly as it affects the status of married women, but so far as it appears to be a case of some hardship it leads us to consider how this rule in *Kendall v. Hamilton* came to be established, and to what extent it is applied in modern procedure. The hardship to which we allude is that the plaintiff in *Hoare v. Niblett* was not in fact aware who were the persons liable upon the contract, but was, nevertheless, nonsuited by

virtue of this absolute rule, and, so far as can be seen, without any remissness on her part.

The case of *Kendall v. Hamilton* marks an important epoch in the history of the law of "joint," as opposed to "joint and several," liability. The judgments of the House of Lords (with the exception of Lord PENZANCE, who dissented, but who nevertheless gave some powerful reasons for his dissent) appear to have established the following propositions:—(1) That the rule laid down in *King v. Hoare* (13 M. & W. 494), to the effect that a judgment (although unsatisfied) obtained against one of two living co-contractors is a bar to an action against the other, was well established at common law before the Judicature Acts; (2) that this common law rule was not at variance with any rule established by any court of equity; (3) that the rule was therefore unaffected by the Judicature Acts. In opposition, to this view Lord PENZANCE expressed his opinion (1) that the rule in *King v. Hoare* was (a) a mere rule of procedure, (b) that it was an unjust rule, (c) that it was bad law and was not the logical result of the rule of pleading as to plea in abatement as established by *Rice v. Shute* (5 Burr. 2611), on which rule it was nevertheless supposed to be founded; (2) that at any rate the rule is inconsistent with the policy of the Judicature Acts, and with the express abolition by those Acts of pleas in abatement, upon which the rule was founded.

It is not proposed to discuss these different views, but, without presuming to question the correctness of the decision of the majority of the House of Lords, it cannot be doubted that the rule in many cases works unjustly towards the creditor, and it may even be questioned whether there is sufficient justification for its retention. At present, however, it is the law, and, having been decided by the ultimate Court of Appeal, can now only be altered by statute. We therefore propose to pass in review the various cases which have since occurred, and the decisions of which have been based upon the judgments of the House of Lords in this important case.

Before doing so it may be advisable to state shortly the principal facts and some of the other questions which arose in *Kendall v. Hamilton*, as these have a bearing in some degree upon the subsequent cases. The defendant HAMILTON was a secret partner in the partnership firm of WILSON, McLAY, & Co., and, according to one view of the evidence, was unknown to the plaintiffs KENDALL & Co., not only at the time when they entered into the contract with the firm, but also at the time when they brought their action and recovered judgment against the ostensible partners WILSON and McLAY. Upon these facts it is clear that HAMILTON might be regarded as the undisclosed principal of the firm of WILSON, McLAY, & Co.—that is to say, of WILSON, McLAY, & HAMILTON. From this view of the facts two important legal results followed—(1) that the plaintiffs, having sued WILSON and McLAY, the agents, could not (apart from the rule in *King v. Hoare*) afterwards sue HAMILTON, the undisclosed principal; (2) that WILSON and McLAY, the agents, were not entitled, in the action against themselves, to plead in abatement or otherwise object to the non-joinder of HAMILTON. Upon this view of the law the consideration of the other questions, as Lord CAIRNS himself remarked, became immaterial.

Another question that arose was, assuming that the rule in *King v. Hoare* was good law as regards joint debtors, whether a partnership debt is not "joint," but "joint and several." This question was especially dealt with by Lord SELBORNE and Lord CAIRNS, and, for the present purpose, it is not necessary to say more than that a partnership debt was expressly held to be "joint," and not "joint and several."

It should also be mentioned that Lord CAIRNS and Lord BLACKBURN clearly intimated that in their opinion, although pleas in abatement were abolished by the Judicature Act, yet the right involved remained unaffected. This expression of opinion has since been treated as binding, although, as we have seen, WILSON and McLAY, in the particular case, could not have pleaded in abatement the non-joinder of HAMILTON, and therefore the point may so far be considered as not essential to the decision. It is, perhaps, convenient to dispose of this point at once, by examining the later case where it arose.

In *Pilley v. Robinson* (1887, 36 W. R. 269, 20 Q. B. D. 155) the plaintiff sued the defendant for money had and received by the defendant to the plaintiff's use. The defendant applied, under

ord. 16, r. 11, to have two other persons, W. H. ROBINSON and EDMONDS, whom he alleged were jointly liable with him, added as co-defendants. The plaintiff opposed the application, on the ground that this was virtually a plea in abatement, that pleas in abatement had been abolished by the Judicature Acts (ord. 21, r. 20), and that the defendant would get all he required by issuing a third-party notice for contribution under ord. 16, rr. 48—55. The court (STEPHEN and CHARLES, JJ.) were inclined to agree with the plaintiff's argument, and would, perhaps, have acted accordingly had they not felt bound by the remarks made in the judgment of the House of Lords in *Kendall v. Hamilton*. They therefore held that they were not at liberty to exercise the discretion apparently given to them by ord. 16, r. 11, but that, although pleas in abatement were expressly abolished, yet the defendant was still entitled to insist on adding those jointly liable with him as co-defendants. The result of this decision appears to be that the creditor can be saddled with the extra costs involved by adding other defendants although the defendant whom he originally sued may be perfectly competent to satisfy the debt, and if he does so can obtain contribution from his co-debtors, and although the creditor could bring no subsequent action against the co-debtor.

In the same year the hardship of the general rule formed the subject of comment in the case of *Cambefort v. Chapman* (1887, 35 W. R. 838, 19 Q. B. D. 229), where the plaintiffs sued the defendant for the price of goods, and, although his liability was admitted and the debt had not been paid, they were met by the defence that, having already recovered judgment in respect of the same contract against a co-contractor, their remedy was gone. The defence was held, in accordance with *Kendall v. Hamilton*, to be good, and the fact that the original action was on bills of exchange given in the name of the late firm by one partner after dissolution of the partnership was held to make no difference. The remarks of FIELD, J., were significant. In the course of his judgment he says: "There is no doubt that the goods were sold and delivered, and the defendant has had the benefit of them, and has not paid for them; yet I am compelled to hold that the plaintiffs cannot recover. There is a rule of law which I am bound to observe, although in the present case it presses hardly on the plaintiffs. . . . I need not go into the reasons on which the decision in *Kendall v. Hamilton* was based; it is enough to say that the decision is law, and I am bound by it."

A more peculiar case was that of *Hammond v. Schofield* (1891, 1 Q. B. 453). The plaintiffs, who were printers, had printed a certain newspaper for the defendant, and, believing him to be the sole proprietor, sued him for the printing expenses. As it happened, the defendant was jointly liable in respect of the contract with one THOMAS, a solicitor, who also acted for him as his solicitor in the action. The case proceeded against the defendant alone, and THOMAS, acting as his solicitor, consented to judgment being signed against the defendant alone. By so doing it is obvious that THOMAS relieved himself of all liability to the plaintiffs. The plaintiffs failed to get their judgment satisfied, and afterwards discovered that THOMAS was a partner of the defendant, and therefore liable on the contract. Being aware of the rule in *Kendall v. Hamilton*, they knew that they were precluded from suing THOMAS unless they could get the judgment against SCHOFIELD set aside. They therefore applied, with the consent of SCHOFIELD, to have the judgment set aside. It was held that this could not be done, as it would revive a right against THOMAS which the judgment had extinguished. The judgments of the court (WILLS and VAUGHAN WILLIAMS, JJ.) were based on the result of the rule in *Kendall v. Hamilton* to extinguish the right. WILLS, J., states the law concisely thus:—"The effect of the judgment was undoubtedly to destroy the right of action against a co-contractor with the defendant (*King v. Hoare*), even though the plaintiff did not know, when he signed judgment, that he had a remedy against him (*Kendall v. Hamilton*)."
VAUGHAN WILLIAMS, J., goes somewhat elaborately into the law. With regard to the hardship of the case, he says: "If it is said that this decision works injustice to the plaintiff, who loses his remedy against the co-contractor, of whose existence the plaintiff may not have been aware at the time of bringing the original action, this is only to say that the rule established by a series of

cases ending with *Kendall v. Hamilton* . . . is an unjust rule"—and the learned judge concludes, with the cynicism of a trained lawyer, "a rule which, though it may be unjust in its results to the plaintiff, is yet a well-established rule."

Yes, unfortunately for the creditor, the rule is well established, as the above cases show; but whether the doctrine of supposed convenience or of the indivisible nature of a joint contract is sound or consistent with the broader views of modern judicial administration may be seriously questioned.

THE STATUTE OF LIMITATIONS AS AFFECTING MORTGAGEES.

II.

WE referred last week to the judgment of Lord WESTBURY in *Chinnery v. Evans* (11 H. L. Cas. 115) and to the confusion which has been caused by the mode in which he treated section 40 of 3 & 4 Will. 4, c. 27, but indeed the point is not very material. Whether the word "paid" is qualified or not by the subsequent words, there is no doubt that he understood it to include payment by any person liable to pay. The point is further explained by *Harlock v. Ashberry* (30 W. R. 327, 19 Ch. D. 539), but before passing to that case it will be convenient to refer to the judgments of Lord CRANWORTH and Lord WENSLEYDALE in *Chinnery v. Evans*. Lord CRANWORTH relied only upon 1 Vict. c. 28, remarking that nothing is there said as to the person by whom the payment is to be made; and, while payment by a mere stranger would, of course, have no effect, yet a receiver "is certainly no stranger to the mortgagor, but a person paying for him and on his account what he is bound to pay." As to the hardship on the assignee of the equity of redemption if not allowed to plead the statute, Lord CRANWORTH, like Lord WESTBURY, regarded this as merely the result of his taking a title without sufficiently investigating it. "That a contrary doctrine would be very alarming to mortgagees is obvious; for so long as a mortgagee receives his interest regularly he does not feel himself under any obligation to inquire how his debtor is dealing with the equity of redemption—a matter in which he has no concern." How, in the face of this, Mr. MILLIDGE can regard *Chinnery v. Evans* as a decision in favour of his contention, that a payment by a mortgagor after he has parted with the equity of redemption does not prevent the statute running against the mortgagee, is not clear. It would not be easy to frame a more explicit declaration in favour of the mortgagee.

It appears, however, that he places great reliance upon a remark of Lord WENSLEYDALE's that "a receipt of interest on a mortgage, simple possession of the subject-matter by an act of ownership, is enough"; and he says that this great judge evidently considered that the payment of interest contemplated by the Act must be equivalent to a symbolical delivery of possession of the land. But apart from the objection that this is introducing a totally new canon of construction, the subject-matter to which Lord WENSLEYDALE refers is the mortgage, not the land; the act of ownership is the receipt of interest; and he goes on to explain himself by saying that "the receipt of interest from one estate out of three, all subject to the same mortgage, is enough to keep it alive as to all." Moreover, the judgment in question rather professes to indorse the opinions of Lord WESTBURY and Lord CRANWORTH than to attempt an independent reading of the statutes, and no special importance was attached to it in *Harlock v. Ashberry* (*supra*).

In this case the Court of Appeal carefully considered the judgment of the House of Lords in *Chinnery v. Evans*, with the result that JESSEL, M.R., and BRETT, L.J., both declined to accept Lord WESTBURY's express declaration that, in his opinion, the words of section 40 referring to payment were qualified by the subsequent words "by the person by whom the same shall be payable or his agent." As we have already pointed out, this was opposed to Lord WESTBURY's reading of the section in the earlier part of his judgment, and both the above judges preferred to treat that judgment as depending upon the requirement, in section 40, of payment merely, apart from any express indication of the person by whom

the payment was to be made. Thus, JESSEL, M.R., said that the learned lords who gave judgment in *Chinnery v. Evans* treated the section "as if the words therein contained, 'by the person by whom the same shall be payable or his agent,' did not apply to the payment, but to the signature of the writing"; and BRETT, L.J., said that it was "impossible to suppose that the judgment of the House of Lords read into the previous paragraph (as a mere matter of reading) the words" above quoted, though he seems to have based his opinion upon the grammatical absurdity of such a reading rather than upon what was actually said in the House of Lords.

Taking, then, these expositions of Lord WESTBURY's judgment with the fact that it is on the face of it inconsistent, it seems to be quite clear that both under section 40 of 3 & 4 Will. 4, c. 27, and under 1 Vict. c. 28, the running of the statute as against a mortgagee can be checked by payment of a part of the principal money or of some interest thereon, and that in the former enactment, as in the latter, nothing is expressly said as to the person by whom the payment is to be made. It is equally clear that, according to the decision in *Chinnery v. Evans*, the payment must come, not from a mere stranger, but from a person liable to pay, and it is immaterial that such person is a mortgagor who has parted with his interest in at any rate a portion of the mortgaged property.

In *Harlock v. Ashberry* (*supra*) the formula that the payment must be made by a person liable to pay was expanded by FRY, J. (29 W. R. 887, 18 Ch. D. 229), into the statement that the payment may be made "by the mortgagor, or by any agent of the mortgagor, or by any person who, as between the mortgagor and the mortgagee, is liable to make any payment to the mortgagee in satisfaction of the mortgage debt." This third class of persons seems at first sight to be not unreasonably included, but in point of fact it lets in strangers to the mortgage (see *Lewin v. Wilson*, 11 App. Cas., at p. 646), and it was cut out by the Court of Appeal. The mortgagee had given notice to the tenant of the mortgaged property to pay rent to him, and a half-year's rent was accordingly so paid by the tenant. Consequently, in considering whether this was a payment of principal or interest within 1 Vict. c. 28, there were two questions, first, whether it was a payment of principal or interest at all, and then, whether the tenant was a person entitled to make it. Both questions were answered by the Court of Appeal in the negative, but the second is the one with which we are now concerned. In dealing with it a good deal of reliance was placed on a remark made by Lord WESTBURY in the course of the argument in *Chinnery v. Evans*, to the effect that payment involves an admission of liability to pay, and both JESSEL, M.R., and BRETT, L.J., founded upon it the slightly varied statement that, to take a case out of the statute, the payment must be made by a person liable to make it, or his agent, as an acknowledgment of right. To the use which Mr. MILLIDGE makes of this we shall recur later on, but for the present it is enough to observe that the Court of Appeal simply draw the conclusion that the payment must be made by a person liable to pay, and if, as Mr. MILLIDGE contends, it follows from the principle of acknowledgment that such person must also be owner of the land, this result is certainly not expressed in the judgment, and indeed there was no reason to consider the question under any such aspect. It was clear that a tenant of the mortgaged property, though liable, when called upon, to pay his rent to the mortgagee, was not liable to make any payment of principal or interest under the mortgage, and consequently a payment by him was not sufficient to take the case out of the statute. While, therefore, the decision emphasizes the principle of acknowledgment, and on this ground requires that the payment should be by a person liable to make it, or his agent, it does not pretend to conflict in any way with *Chinnery v. Evans*, and it cannot be taken as overruling the clear decision in that case that a payment on behalf of the mortgagor will keep the mortgage alive as against land in which he has ceased to have any title. On the contrary, it was a distinct recognition of the fact that acknowledgment by a person liable keeps the mortgage alive even as against persons who were no parties to the acknowledgment.

Reserving then for the present the further consideration of the effect of admissions and acknowledgments as against third

parties, we may refer in the next place to the cases in which payment by a mortgagor out of possession has been held to save the mortgagee's rights as against an adverse possessor in whose favour the statute has commenced to run. These differ from *Chinnery v. Evans* (*supra*) in that, although the mortgagor has parted with possession, yet he still remains the owner of the land, but no importance seems to have been attached to this consideration. In *Doe v. Eyre* (17 Q. B. 366) A., the owner of a house, in 1821 allowed his sister B. to occupy it rent free. In 1823 he mortgaged it to C. for a term of five hundred years. On this mortgage he paid interest, the last payment being made in 1841. In 1851 C. brought an action of ejectment against B., and it was held that he was entitled to do so. The statute, it was said, referred only to payment of principal money or interest, and there was nothing which required the mortgagor at the time of such payment to be in possession. Mr. MILLIDGE explains this decision on the ground that it was a case of landlord and tenant, and that the possession of the tenant was virtually that of the landlord. But, although this was true of the period before 1833, yet subsequently the sister was in adverse possession, and, but for the payment made by her brother, that possession would have ripened into ownership both as against him and his mortgagee. The case, indeed, was simply one of adverse possession, and payment by the owner out of possession was held to be effectual. Moreover, so far from basing his judgment in any way on the circumstance that the mortgagor was still, at the time of payment, entitled to the land, Lord CAMPBELL, C.J., expressly contemplated that the decision would govern also the case of a sale of the equity of redemption for valuable consideration, and he pointed out, as was done in *Chinnery v. Evans* (*supra*), that it would be due to the purchaser's own negligence if he did not know of the existence of the mortgage. Naturally this decision was held to govern *Chinnery v. Evans* when, under the name of *Re Muskerry* (9 Ir. Ch. Rep. 94), it first came before the Irish courts.

Another case of adverse possession was *Doe v. Massey* (17 Q. B. 373). In 1822 the tenant of land held under a long lease mortgaged it. About 1829 possession of part was taken by a stranger. In 1834 the tenant and the mortgagees joined in conveying the term to a purchaser, who paid off the mortgage. It was held that the purchaser claimed under the mortgage, and that the statute 1 Vict. c. 28 operated in his favour. Here again payment made on behalf of the mortgagor out of possession interrupted the adverse possession so as to prevent it from ripening into ownership. The remarks made by Lord CAMPBELL, C.J., and PATTESON, J., in the course of the argument are significant. The latter said:—"A mortgagee does not consider who occupies the premises." The former:—"No mortgagee throughout England and Wales thinks of troubling himself as to who occupies the premises, if the interest is paid." The above authorities, *Doe v. Eyre* and *Doe v. Massey*, were followed in the more recent case of *Ford v. Ager* (11 W. R. 1073, 2 H. & C. 279). In *Eyre v. Walsh* (10 Ir. C. L. R. 346) also the question was considered, but it was there held that if the mortgagee was barred previously to the 3 & 4 Will. 4, c. 27, nothing in that statute or in 1 Vict. c. 28 could restore his right of entry.

So far, then, the authorities appear to be conclusive that a payment by a mortgagor out of possession will save the statute, whether the person in possession is the assignee of the equity of redemption or whether he is a mere possessor. But it still remains to consider the significance of the decision in *Newbould v. Smith* (34 W. R. 690, 33 Ch. D. 127), and whether any further efficacy can be given to the principle developed in *Harlock v. Ashberry* (*supra*), that a payment to come within 1 Vict. c. 28 must be an acknowledgment of right.

At a meeting of the Bar Committee held Wednesday week, Sir Henry James, Q.C., M.P., was re-elected chairman; Mr. W. F. Robinson, Q.C., vice-chairman; Mr. E. T. Wolstenholme, treasurer; and Mr. S. H. Loft-house, hon. secretary. At the same meeting the following resolution was also passed, viz.:—"That, it having been represented to the Bar Committee that cases exist in which the sons of county court judges are in the habit of practising before their fathers, the Bar Committee desire to record their opinion that such a system should be, as far as possible, discouraged; and that copies of this resolution be sent to the Lord Chancellor and the Attorney-General."

REVIEWS.

WINDING UP OF COMPANIES.

THE WINDING UP OF COMPANIES BY THE COURT. By SIDNEY WOOLF, Q.C., assisted by RICHARD RINGWOOD, M.A., Barrister-at-Law. Reeves & Turner.

This is a very handy manual of the statutes and rules which regulate the present procedure for the winding up of companies by the court. The statutes, which are printed in clear, bold type, include the Companies (Winding-up) Act, 1890, Part IV., and other parts of the Companies Act, 1862, and the Directors' Liability Act, 1890. The first of these is carefully annotated, and, in particular, valuable notes are appended to section 10, on the liability of delinquent directors, officers, and promoters, and to section 12, on the powers conferred upon the liquidator, whether by the Act or by the rules made under it. The rules also are accompanied by notes and references, and the book contains the various forms required in winding-up practice and the orders issued by the Lord Chancellor, including the order of the 18th of December, 1890, as to fees, and those issued by the Board of Trade. The convenient size of the volume, and the manner in which it has been prepared and printed, will make it very serviceable.

RAILWAYS IN INDIA.

THE LAW RELATING TO RAILWAYS IN BRITISH INDIA, INCLUDING THE INDIAN RAILWAYS ACT, 1890, AND THE RELEVANT PORTIONS OF THE CONTRACTS BETWEEN GOVERNMENT AND THE COMPANIES. By HENRY EDWARD TREVOR, Barrister-at-Law. Reeves & Turner.

This is a very complete, compact, and useful epitome of the law relating to railways in British India. The author in the first part deals with the railway companies and their contracts with the Government, shewing the nature of the tenures on which the undertakings are held, each of the four classes of lines—proprietary lines worked by guaranteed companies; proprietary lines worked by assisted companies; State lines worked by guaranteed, assisted, and other companies; and State lines worked by Government—being dealt with separately. In the case of lines worked by companies the obligations imposed by contracts for the performance of duty to the public are stated. The second part is devoted to the law of carriers prevailing in India in respect of railways, which is governed by the English common law so far as it is not modified by any Indian enactment; and the third part contains the text of the Indian Railways Act, 1890, with notes, the rest of the statute law being given in the appendix.

BOOKS RECEIVED.

The Modern Law of Real Property; with an Appendix containing the Vendor and Purchaser Act, 1874; the Conveyancing Acts, 1881, 1882; the Settled Land Acts, 1882 to 1890; and the Married Women's Property Act, 1882. By the late L. A. GOODEVE. Third Edition. Revised and partially rewritten. By HOWARD WARBURTON ELPHINSTONE, M.A., and JAMES W. CLARK, M.A., Barristers-at-Law. Sweet & Maxwell (Limited).

The Relationship of Landlord and Tenant. By EDGAR FOA, Barrister-at-Law. Stevens & Haynes; Waterlow & Sons (Limited).

The Housing of the Working Classes Act, 1890 (53 & 54 Vict. c. 70); with Notes and Introduction. The Forms prescribed under the Act and all Existing Enactments upon the Subject, Table of Cases, and Index. By W. C. BERNARD, M.A., LL.B., and H. MORGAN-BROWN, LL.B., Barristers-at-Law. Butterworths.

The Tithe Act, 1891; with Explanatory Notes and the Rules and Forms Thereunder. By A. T. THRING, Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE COUNTY OF LONDON.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be glad to have the question, whether parishes and places within the boundaries of the county of London as defined by the Local Government (England and Wales) Act, 1888, are properly described as in the county of London or county of Middlesex, elucidated.

As I understand the Act, the county of London is established for administrative purposes only, and that for all other purposes, such as situation from a geographical point of view, the county of Middlesex still exists.

I see that some solicitors describe parishes and places such as

Islington as in the county of London, which practice is, I believe, incorrect.

FREDK. G. FITCH.

15, Devonshire-square, Bishopsgate,
London, E., June 27.

[See section 40 (2) of the Local Government Act, 1888, under which such portion of the administrative county of London as forms part of the counties of Middlesex, Surrey, and Kent shall, on and after the appointed day, be severed from those counties, and form a separate county for all non-administrative purposes, by the name of the county of London.—ED. S. J.]

NEW ORDERS, &c.

RULES OF THE SUPREME COURT, JUNE, 1891.

ORDER XLII. RULE 33A.

1. Impounded documents while in the custody of the Court are not to be parted with; and are not to be inspected, except on a written order signed by the Judge on whose order they were impounded; and by the President of the Division in which they are impounded; or in case of documents impounded on the order of the Court of Appeal by an order of that Court. Such documents shall not be delivered out of the custody of the Court except upon an order made on motion in open court.

ORDER XLVI. RULE 1A.

2. Every summons by a separate judgment creditor of a partner for an order charging his interest in the partnership property and profits under section 23 of the Partnership Act, 1890 (53 & 54 Vict. c. 39), and for such other orders as are thereby authorized to be made, shall be served in the case of a partnership other than a cost book company on the judgment debtor and on his partners, or such of them as are within the jurisdiction, or in the case of a cost book company on the judgment debtor and the purser of the company; and such service shall be good service on all the partners or on the cost book company as the case may be and all orders made on such summons shall be similarly served.

ORDER XLVI. RULE 1B.

3. Every application which shall be made by any partner of the judgment debtor under the same section shall be made by summons, and such summons shall be served in the case of a partnership other than a cost book company on the judgment creditor and on the judgment debtor, and on such of the other partners as shall not concur in the application and as shall be within the jurisdiction, or in the case of a cost book company on the judgment creditor and on the judgment debtor and on the purser of the company, and such service shall be good service on all the partners or on the cost book company as the case may be and all orders made on such summons shall be similarly served.

ORDER XLVIII.

4. Order VII., Rule 2, Order IX., Rules 6 and 7, Order XII., Rules 15 and 16, Order XVI., Rules 14 and 15, Order XLII., Rule 10, and Order XLV., Rule 10, are hereby repealed, and the following Rules (1) to (11) shall stand as a separate Order in lieu thereof.

ACTIONS BY AND AGAINST FIRMS AND PERSONS CARRYING ON BUSINESS IN NAMES OTHER THAN THEIR OWN.

(1.) Any two or more persons claiming or being liable as co-partners and carrying on business within the jurisdiction may sue or be sued in the name of the respective firms, if any, of which such persons were co-partners at the time of the accruing of the cause of action; and any party to an action may in such case apply by summons to a judge for a statement of the names and addresses of the persons who were, at the time of the accruing of the cause of action, co-partners in any such firm, to be furnished in such manner, and verified on oath or otherwise, as the judge may direct.

(2.) When a writ is sued out by partners in the name of their firm, the plaintiffs or their solicitors shall, on demand in writing by or on behalf of any defendant, forthwith declare in writing the names and places of residence of all the persons constituting the firm on whose behalf the action is brought. And if the plaintiffs or their solicitors shall fail to comply with such demand, all proceedings in the action may, upon an application for that purpose, be stayed upon such terms as the court or a judge may direct. And when the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named as the plaintiffs in the writ. But all the proceedings shall, nevertheless, continue in the name of the firm.

(3.) Where persons are sued as partners in the name of their firm under Rule (1), the writ shall be served either upon any one or more of the partners or at the principal place, within the jurisdiction, of the business of the partnership upon any person having at the time of service the control or management of the partnership business there; and, subject to these rules, such service shall be deemed good service upon the firm so sued, whether any of the members

thereof are out of the jurisdiction or not, and no leave to issue a writ against them shall be necessary: provided that in the case of a co-partnership which has been dissolved to the knowledge of the plaintiff before the commencement of the action, the writ of summons shall be served upon every person within the jurisdiction sought to be made liable.

(4.) Where a writ is issued against a firm, and is served as directed by Rule (3), every person upon whom it is served shall be informed by notice in writing given at the time of such service whether he is served as a partner or as a person having the control or management of the partnership business, or in both characters. In default of such notice, the person served shall be deemed to be served as a partner.

(5.) Where persons are sued as partners in the name of their firm, they shall appear individually in their own names; but all subsequent proceedings shall, nevertheless, continue in the name of the firm.

(6.) Where a writ is served under Rule (3) upon a person having the control or management of the partnership business, no appearance by him shall be necessary unless he is a member of the firm sued.

(7.) Any person served as a partner under Rule (3) may enter an appearance under protest, denying that he is a partner, but such appearance shall not preclude the plaintiff from otherwise serving the firm and obtaining judgment against the firm in default of appearance if no partner has entered an appearance in the ordinary form.

(8.) Where a judgment or order is against a firm, execution may issue:

(a.) Against any property of the partnership within the jurisdiction;

(b.) Against any person who has appeared in his own name under Rule (5) or (6), or who has admitted on the pleadings that he is, or who has been adjudged to be a partner;

(c.) Against any person who has been individually served as a partner, with the writ of summons, and has failed to appear.

If the party who has obtained judgment or an order claims to be entitled to issue execution against any other person as being a member of the firm, he may apply to the court or a judge for leave so to do; and the court or judge may give such leave if the liability be not disputed, or if such liability be disputed may order that the liability of such person be tried and determined in any manner in which any issue or question in an action may be tried and determined. But except as against any property of the partnership, a judgment against a firm shall not render liable, release, or otherwise affect any member thereof who was out of the jurisdiction when the writ was issued, and who has not appeared to the writ unless he has been made a party to the action under Order XI., or has been served within the jurisdiction after the writ in the action was issued.

(9.) Debts owing from a firm carrying on business within the jurisdiction may be attached under Order XLV., although one or more members of such firm may be resident abroad: provided that any person having the control or management of the partnership business or any member of the firm within the jurisdiction is served with the garnishee order. An appearance by any member pursuant to an order shall be a sufficient appearance by the firm.

(10.) The above rules shall apply to actions between a firm and one or more of its members, and to actions between firms having one or more members in common, provided such firm or firms carry on business within the jurisdiction, but no execution shall be issued in such actions without leave of the Court or a Judge, and on an application for leave to issue such execution all such accounts and inquiries may be directed to be taken and made, and directions given as may be just.

(11.) Any person carrying on business within the jurisdiction in a name or style other than his own name may be sued in such name or style as if it were a firm name; and, so far as the nature of the case will permit, all rules relating to proceedings against firms shall apply.

ORDER LIV. RULE 4A.

5. Order LIV., Rule 4, shall be read as if the following words were added thereto:—"Provided that in the case of summonses for time only, the summons may be served on the day previous to the return thereof."

6. These Rules may be cited as the Rules of the Supreme Court, June, 1891; and each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the first day of July, 1891.

Dated the 19th day of June, 1891.

(Signed)

HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
NATH. LINDLEY, L.J.
E. E. KAY, L.J.
C. E. POLLOCK, B.
A. L. SMITH, J.

CASES OF THE WEEK.

Court of Appeal.

Re AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883; GOUGH AND OTHERS v. GOUGH AND OTHERS—No. 1, 26th June.

LANDLORD AND TENANT—COMPENSATION FOR IMPROVEMENTS—PAYMENT OF, BY EXECUTORS OF DECEASED LANDLORD—CHARGE ON THE LANDS—"LANDLORD"—"PARTIES"—AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883 (46 & 47 VICT. c. 61), ss. 29, 61.

Appeal from the decision of Cave, J. (39 W. R. 494), differing from Vaughan Williams, J., and upholding the decision of the judge of the Wells County Court, that the executors of a deceased landlord who had paid out of their testator's estate a sum of money as compensation to an outgoing tenant for unexhausted improvements were not entitled to a charge upon the lands under section 29 of the Agricultural Holdings (England) Act, 1883. John Gough (the landlord) was tenant for life of a farm which he had let from year to year to an agricultural tenant. The tenant, when about to quit the farm, served upon the landlord notice of a claim under the Act for unexhausted improvements, and a sum of £35 was ultimately fixed upon as due to the tenant for such improvements. Before this sum was paid the landlord died, having been in receipt of the rents up to the time of his death. His executors paid the £35, and claimed to have a charge on the holding under section 29, which provides that "a landlord on paying to the tenant the amount due to him in respect of compensation under this Act . . . shall be entitled to obtain from the county court a charge on the holding, or any part thereof, to the amount of the sum so paid." Section 61 provides, that "landlord" in relation to a holding means any person for the time being entitled to receive the rents and profits of any holding. "Tenant" means the holder of land under a landlord for a term of years . . . or from year to year. "Tenant" includes the executors . . . of a tenant. . . . The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under, or in pursuance of, this Act in respect of compensation for improvements." The remainderman opposed the executors' petition for a charge. The question argued on this appeal was whether the executors of a deceased landlord were "parties" to whom the designation of "landlord" applied (within the last clause of section 61), and, therefore, entitled to a charge under section 29.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.JJ.) held that they were so entitled. LORD ESHER, M.R.—The appellants cannot succeed unless they bring themselves within the last clause of section 61, for I agree with Vaughan Williams, J., that the definition of "landlord" would shut them out. [His lordship read the definitions of landlord and tenant, and continued:—] As to the word "tenant," besides the definition I have read the section provides that the word "includes the executors, &c., of a tenant" but as to "landlord," the only word used is "means," and the word, therefore, in this Act means what it is there stated to mean, and that only. But there is a clause in this section as to the designations of landlord and tenant from which it appears that there is a time when those terms are not to be strictly taken according to the definitions, but are to apply although the definitions would not apply. The question is whether, in such a case as the present, the word "parties" includes the executors of the landlord who was tenant for life of the property. It has been shewn that the proceedings which are contemplated by this Act were begun in the lifetime of the landlord; they are to go on until their conclusion; before that arrives the landlord dies. That event does not conclude the proceedings, but the executors thereupon became parties to the proceedings. It was argued that the word "parties" in the last clause of section 61 means parties to the original contract of tenancy only. That was so under the Agricultural Holdings Act, 1875 (see section 4). But the clause in the present Act omits the words "to a contract of tenancy" after the word "parties," and leaves that word at large. Some effect must be given to that word, and in my opinion it means "parties to the proceedings." The executors of a landlord are not within the definition of landlord, but if a question of compensation under the Act has arisen they are parties until the conclusion of any proceedings taken under the Act. This construction is a natural one, and avoids the gross injustice which would occur if the opposite contention were to prevail. BOWEN, L.J.—I am of the same opinion. Apart from the definition of the term landlord in section 61, which may not be wide enough to include the executors of a landlord, there is the important clause at the end of that section. What does the word "parties" mean in that clause? It was said that it meant persons who before the commencement of the proceedings were landlord and tenant. Let us look through the Act and see whether that construction is not a monstrosity. There is provision in the Act for claiming compensation for unexhausted improvements and machinery for arriving at the amount to be paid. Is it conceivable that all that procedure is to be useless in a case where the landlord dies? On the contrary, it is admitted that the tenant does not lose his right to compensation if the landlord ceases to be landlord. Is he to lose it if the landlord dies? Surely, if the designations of landlord and tenant are to continue, they are to apply to those who succeed the landlord and the tenant. That appears from the previous legislation on the subject. Under the Act of 1875 the terms landlord and tenant were to include the executors, &c., of a landlord or tenant (section 4). The present Act restricts the meaning of the term landlord so as to exclude the executors, but then the clause which deals with the continuance of the designations is altered, and I have come to the conclusion that the word "parties" in that clause must have been intended to have a wider sense, and to include such a case as the present. KAY, L.J.—It is clear that the executors were

bound to pay this £35. They paid it for improvements of which the land would get the benefit—that is, the land of the remainderman—and out of which the tenant for life would get no benefit whatever. Could it have been intended that, if the landlord were still alive, he was to have a charge on the land, but that if he were dead his executors could not? It is incredible that that was intended. Is that the necessary construction of the words? It certainly is worthy of notice that in the Act of 1875 landlord is defined to include the executors and in the present Act that is not so. But the earlier Act also contained a clause which is like, and yet very unlike, the clause at the end of section 61 of the later Act. It seems to me that the reason for the alteration in the clause which deals with the continuance of the designations is, that in the definition of landlord "executors" have been omitted, so that executors, although not within the definition, might be within the designation of landlord until the conclusion of any proceedings taken under the Act. This was a proceeding under the Act, and the parties to that proceeding are within the designation of landlord and tenant until it is concluded. We are able to arrive at this conclusion without doing any violence to the construction of the Act, and I agree that the judgment of Cave, J., should be reversed. Appeal allowed.—COUNSEL, *H. F. Laives; McCall, Q.C., and Garland. Solicitors, Pilgrim & Phillips, for H. F. Poynton, Bristol; Moon & Gilks, for J. W. B. Leach, Martock.*

ALLDRED v. WEST METROPOLITAN TRAMWAYS CO.—No. 1, 28th June.

TRAMWAY—REPAIR OF ROAD—CONTRACT WITH ROAD AUTHORITY TO REPAIR—LIABILITY OF TRAMWAY COMPANY—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), ss. 28, 29, 55.

In an action for damages for personal injuries sustained by reason of the road between and adjoining the tram lines being worn and sunken and out of repair, the defence was that the defendants had entered into an agreement with the vestry of Hammersmith, who were the road authority, whereby the vestry undertook to maintain and keep in repair that part of the road where the tramway was laid, and that the defendants, therefore, were not liable. Hawkins, J., at the trial with a jury consulted the plaintiff, on the authority of *Hovitt v. Nottingham Tramways Co.* (32 W. R. 248, 12 Q. B. D. 16). The plaintiff moved for a new trial.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.JJ.) dismissed the motion. LORD ESHER, M.R., said that the question was whether the case of *Hovitt v. Nottingham Tramways Co.* was rightly decided. The court there decided that by section 28 of the Tramways Act, 1870, the duty of the tramway company to keep that part of the road between and adjoining the tramway lines in good condition and repair imposed upon the company a *prima facie* liability to any person injured by the road not being so kept in repair. The court further decided that section 29 must be read with section 28, and was to be read as a proviso to it; consequently that if the tramway company under section 29 transferred the duty of keeping the road in repair to the road authority, the company would escape liability on account of the road authority not having done what it had undertaken to do. The company under those circumstances would be free from liability. Unless that were the true construction of the sections the tramway company would be placed in this singular position: they would be liable for the acts and defaults of the road authority after the contract had been made, though they could exercise no control over the road authority. The road authority were to do the work to their own satisfaction; section 55 in no way affected that construction. The case, therefore, of *Hovitt v. Nottingham Tramways Co.* was right, and the application for a new trial must be refused. BOWEN and KAY, L.JJ., concurred.—COUNSEL, *McCall, Q.C., and Guiry; Kemp, Q.C., and Atherley Jones. Solicitors, Hewitt & Chapman; H. C. Godfray.*

Ex parte SCHOFIELD—No. 1, 1st July.

PRACTICE—APPEAL—"CRIMINAL CAUSE OR MATTER"—JURISDICTION OF COURT OF APPEAL—ORDER OF JUSTICES TO ABATE NUISANCE UNDER PUBLIC HEALTH ACT, 1875, ss. 91, 96—MANDAMUS TO STATE A CASE—JUDICATURE ACT, 1873, s. 47.

Application, by way of appeal from the Queen's Bench Division, for a rule *nisi* for a *mandamus* directing the stipendiary magistrate of Manchester to state a case for the opinion of the court under 42 & 43 VICT. c. 49, s. 33. It appeared that the applicant was summoned under section 91, subsection 7, of the Public Health Act, 1875, for having a chimney in his chemical factory at Clayton, within the limits of the city of Manchester, sending forth black smoke in such quantity as to be a nuisance. The applicant contended that the second proviso in section 91 applied, viz., that the furnace was constructed in such a manner as to consume as far as practicable, having regard to the nature of the manufacture, all the smoke, and he tendered evidence to that effect. The magistrate held that the proviso did not apply, and rejected the evidence, and made an order under section 96 for the abatement of the nuisance. The magistrate having refused to state a case, the Divisional Court refused to grant a rule *nisi* for a *mandamus*. The applicant moved this court for a rule *nisi* as above, when the question was raised whether this was not a "criminal cause or matter" within section 47 of the Judicature Act, 1873, in which case no appeal would lie.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.JJ.) held that no appeal lay. LORD ESHER, M.R., said that the decision of the magistrate under sections 91 and 96 of the Public Health Act, 1875, was a decision in a criminal matter: *Reg. v. Whitechurch* (7 Q. B. D. 534). Was the application for a *mandamus* to compel the magistrate to state a case a proceeding in the criminal cause or matter? It seemed to him to come exactly within the language used by this court in *Ex parte Woodhull* (36 W. R. 655, 20 Q. B. D. 832), namely, that the decision of the Divisional

Court upon such an application was a decision by way of judicial determination of a question raised in, or with regard to, proceedings the subject-matter of which was criminal. The application must therefore be refused. *BOWEN and KAY, L.JJ., concurred.*—COUNSEL, *Sir Horace Davey, Q.C., and Joseph Walton.* SOLICITORS, *Collis & Mallam, for Cobbett, Wheeler, & Cobbett, Manchester.*

THOMAS v. SEARLES—No. 2, 25th June.

BILL OF SALE—VALIDITY—REGISTRATION—STATEMENT OF CONSIDERATION—UNDISCLOSED TRUST OR CONDITION—"TRUE OWNER" OF CHATTELS ASSIGNED—SUCCESSIVE ASSIGNMENTS OF SAME CHATTELS—BILLS OF SALE ACT, 1878, s. 10 (3)—BILLS OF SALE ACT, 1882, ss. 3, 5.

Some questions arose in this case as to the validity of a bill of sale. The questions arose upon an issue which, on an interpleader summons taken out by the sheriff, was directed to be tried between the plaintiff, who was the holder of the bill of sale, and the defendant, who was an execution creditor of the grantor, at whose instance the sheriff had seized the chattels comprised in the bill of sale. On January 26, 1889, one Hampden was indebted to the plaintiff Thomas upon a bill of sale given in March, 1888, in a sum exceeding £150, and he was also indebted to the plaintiff in other sums on some promissory notes, and he desired to obtain a further advance of £50. Accordingly an arrangement was made that a bill of sale should be given by the plaintiff to Hampden for £290 upon the goods which were comprised in the previous bill of sale, and that this sum should be advanced to Hampden upon the understanding that he should afterwards pay to the plaintiff the amount due to him on the then subsisting securities, which amount was fixed at £235. On January 26, 1889, the bill of sale was executed and the £290 was paid by the plaintiff to Hampden, and two or three days afterwards the £235 was paid by Hampden to the plaintiff. The defendant alleged that the bill of sale was a sham, and a fraud on Hampden's creditors, and that the consideration was not truly stated, inasmuch as the advance was clogged with a stipulation that the old debt should be repaid. A. L. Smith, J., held that the plaintiff was entitled to the goods. On behalf of the defendant it was argued that the bill of sale was void as against him (1) because, at the date of its execution, Hampden was not the true owner of the goods as required by section 5 of the Bills of Sale Act, 1882, by reason of the previous bill of sale not having been discharged until several days later. There could not be two true owners of the same goods at the same moment, and on the execution of a bill of sale the property in the goods passed to the grantee, as was said by the Court of Appeal in *Ex parte Stanford*; (2) the consideration was not truly stated; (3) sub-section 3 of section 10 of the Bills of Sale Act, 1878, applied by reason of the undisclosed trust or condition that the £235 should be applied in payment of the previously existing debt.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) affirmed the decision. LINDLEY, L.J., said that it was argued that the consideration for the bill of sale was not truly stated. The bill of sale was expressed to be made in consideration of the sum of £290 "now" paid by Hampden to Thomas. The question was whether that sum was paid or not. Unquestionably it was paid; but it was said that it was not the consideration because there was some agreement as to the subsequent application of the money. In his lordship's opinion that had no bearing on the point. Then it was said that the bill of sale was subject to an undisclosed trust, which brought it within the prohibition contained in sub-section 3 of section 10 of the Bills of Sale Act, 1878, which provided that "if the bill of sale is made or given subject to any defeasance or condition or declaration of trust not contained in the body thereof, such defeasance, condition, or declaration shall be deemed to be part of the bill, and shall be written on the same paper or parchment therewith before the registration, and shall be truly set forth in the copy filed under this Act therewith and as part thereof, otherwise the registration shall be void." It was said that there was an agreement at the time at which the £290 was paid that £235 should be repaid by the borrower to the lender, that being the amount agreed as being due on some previous securities given by the borrower to the lender. The first question was, Was there a trust? The promise of repayment did not create any trust; it created a debt, and if the borrower had become bankrupt after the bill of sale had been given, and before the repayment, the lender's only remedy would have been to prove in the bankruptcy. That being so, it was unnecessary to consider the point whether a trust attaching to the money would be a trust relating to the bill of sale within the meaning of section 10. His lordship thought that the meaning was that the bill of sale must be subject to some trust—that the holder must be subject to some trust. The other point was an important one. It was contended that it was impossible to have two valid bills of sale, except as against the grantor, in respect of the same chattels. That was a startling proposition, because, if it were well founded, the facilities for raising money by bills of sale would be enormously curtailed. Section 3 of the Bills of Sale Act, 1882, provided that, so far as the two Acts of 1878 and 1882 were consistent, they were to be read together, and from the Act of 1878 it was obvious that successive bills of sale on the same goods were contemplated, because in section 10 of that Act there was a provision as to their priority. Was there any section in the Act of 1882 inconsistent with that? Section 5 avoided a bill of sale, except as against the grantor, "in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale." It was contended that, the moment a man had given a bill of sale of his goods, he ceased to be the true owner of those goods. But, when a man executed a bill of sale of his goods by way of security only, he still had the equity of redemption of the goods. Why should he not avail himself of that interest for the purpose of giving security for further advances? Such a construction would stretch

the language of section 5 too far, and his lordship was not prepared to hold for the first time that that section had such an effect. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Horace Kent; Jelf, Q.C., and Herbert Reed.* SOLICITORS, *S. S. Seal; Cooper & Sons.*

EVERY v. WOOD—No. 2, July 1.

COPYRIGHT—ACTION FOR ALLEGED INFRINGEMENT—DISMISSAL OF ACTION WITH "FULL COSTS"—WHAT COSTS TO BE ALLOWED ON TAXATION—5 & 6 VICT. c. 42, s. 26—5 & 6 VICT. c. 97, s. 2.

In this case a question arose as to the meaning of the term "full costs" in a copyright action. The action was brought to restrain an alleged infringement by the defendants of the plaintiff's copyright, and for damages. The action was tried by Romer, J., who dismissed it with "full costs." Section 26 of the Copyright Act of 1842 (5 & 6 Vict. c. 45) provides that, if in any action or suit commenced or brought against any person or persons, for doing or causing to be done anything in pursuance of the Act, "a verdict shall be given for the defendant, or the plaintiff shall become non-suited, or discontinue his action, then the defendant shall have and recover his full costs, for which he shall have the same remedy as a defendant in any case by law hath." Section 10 of the same Act provides that penalties for default in delivering copies of books for the use of the universities and other libraries may be recovered by action, at the suit of the librarian or other officer, in which action, if the plaintiff shall obtain a verdict, "he shall recover his costs reasonably incurred, to be taxed as between attorney and client." And by section 2 of the Act 5 & 6 Vict. c. 97 it is provided "that so much of any clause, enactment, or provision in any public Act or Acts, not local or personal, whereby it is enacted or provided that either double or treble costs, or any other than the usual costs between party and party, shall or may be recovered, shall be and the same are hereby repealed; provided always that, instead of such costs the party or parties heretofore entitled under such last-mentioned Acts to such double, treble, or other costs shall receive such full and reasonable indemnity as to all costs, charges, and expenses incurred in and about any action, suit, or other legal proceeding as shall be taxed by the proper officer in that behalf, subject to be reviewed in like manner and by the same authority as any other taxation of costs by such officer." The question was, what did the expression "full costs" mean? The taxing master, in taxing the defendants' costs, allowed them only party and party costs. The defendants contended that they were entitled to costs as between solicitor and client. The taxing master overruled the defendants' objections to his taxation, and North, J., affirmed his decision.

THE COURT (LINDLEY and FRY, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that, if the matter were *res nova*, there would be a good deal in the argument of the appellant's counsel, that "full costs" must mean something more than ordinary costs. But the term had been frequently used in Acts of Parliament prior to the Copyright Act, and had been interpreted by the courts as meaning party and party costs. *Irvine v. Reddish* (5 B. & A. 798) and *Jamieson v. Trevelyan* (10 Ex. 748) were decisions to that effect, and there was no decision to the contrary. The term "full costs" had been used in the Copyright Acts from the time of Anne. His lordship could not construe the words "costs as between attorney and client" in section 10 as an interpretation of "full costs." He thought the point was *res judicata*, and that the taxing master was right. FRY, L.J., was of the same opinion. He thought that *Irvine v. Reddish* shewed that there was a well-established practice in the common law courts, and there was no decision to the contrary. He thought that in 1842 the Legislature used the expression "full costs" in the sense in which it had been already judicially interpreted. The argument which had been founded on section 2 of the Act 5 & 6 Vict. c. 97 assumed that "full costs" were "other than the usual costs between party and party," whereas it had been determined long ago that they were the same thing.—COUNSEL, *A. Hopkinson; A. H. Spekes.* SOLICITORS, *Morton, Cutler, & Co.; Radford & Frankland.*

High Court—Chancery Division.

PEILLON v. BROOKING—Chitty, J., 27th June.

ADMINISTRATION—PAYMENT OUT—DELAY—COSTS ON THE HIGHER SCALE.

In this case a petition was presented by foreigners domiciled in France and Italy for the distribution of a fund in court amounting to considerably more than £100,000. It appeared that the fund became distributable on the death of a lady married to a foreigner. She died in March, 1890, and the chief clerk's certificate was made on June 15, 1891. The beneficiaries were numerous, and all, or nearly all, were foreigners domiciled abroad, and many of the shares had been dealt with by marriage settlements and otherwise. Some sixty affidavits had been filed, and nine or ten solicitors were engaged in the case. It appeared that complaints had been made as to delay.

CHITTY, J., said that he had received from two of the foreign embassies letters with reference to delay having occurred in this case. As a rule a judge could not listen to letters relating to matters pending before him. He had, however, directed that the letters should be courteously acknowledged, although he could pay no more special regard to a letter from a foreign embassy than he could to one written by any of her Majesty's subjects. He, however, made one exception to the rule as to not answering private communications. He sometimes acknowledged those which complained of delay in long administration actions like the present, and if the complaints appeared to be reasonable caused inquiries to be made. Sometimes the complaints were justly made. At other times the complaints were unreasonable, and the delay was sometimes even caused by

the very persons who wrote complaining of it. Difficulties often arose in the course of administration proceedings. No one, unless versed in such matters, could form any opinion as to their complication and intricacy. In the present instance he had caused careful inquiries to be made as to the course and conduct of the proceedings. He had come to the clear conclusion that they had been conducted with reasonable despatch, and he was perfectly satisfied with the solicitors engaged in the proceedings. It was unnecessary for him to enter at large into the circumstances. He would, however, say that any one conversant with the special circumstances of the case, the difficulty of procuring the necessary evidence, the questions of foreign law which had arisen, and the fact that a very large sum of money had to be distributed, would be satisfied that no unreasonable delay had occurred. So far as the officers of the court were concerned, they had certainly done everything with proper despatch. Where the payment out of large sums of money was concerned, it was obvious that the greatest care must be taken. His lordship also took the opportunity of saying that it had been stated that in the Chancery Division costs were usually given on the higher scale. He entirely dissented from that statement. Speaking for himself, he very rarely gave costs on the higher scale. In the present case he refused to give costs on the higher scale. He made an order in accordance with the prayer of the petition on minutes to be signed by counsel.—COUNSEL, *Byrne, Q.C., and Brinton; Bardwell; Grosvenor Woods; G. J. Foster Cooke; Vernon R. Smith; Rashleigh; Macaskie; Howland Roberts.*

Re CRAWSHAY, WALKER v. CRAWSHAY—North, J., 25th June.

SETTLEMENT—CONSTRUCTION—COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—LIFE INTEREST—FORFEITURE ON ATTEMPTED ALIENATION.

The question in this case was, whether a covenant by a husband in his marriage settlement for the settlement of after-acquired property comprised a life interest given to him by a will, with a proviso that it should cease on alienation or attempted alienation by him, so as to cause a forfeiture of the life interest. By an agreement made in September, 1881, prior to, and in consideration of, the intended marriage, it was provided that, after the solemnization of the marriage, a settlement should be executed whereby certain specified property of the husband, and "any further moneys and property which C. (the husband) shall receive and be entitled to under the will of his mother," should be conveyed, assigned, and assured unto trustees, upon trust for the wife during her life for her separate use, and after her death upon trust for the husband during his life, and after his death upon certain trusts for the children of the marriage. A settlement executed in 1885, in pursuance of the agreement, contained a covenant by the husband for the settlement of any property which should come to him under the will of his mother. The mother died in 1889. By her will, made in January, 1885, she appointed that a sum of £15,000 should be held upon trust that the trustees or trustee should, subject to a proviso thereafter contained, pay the income thereof to C. during his life, and after his death upon certain trusts for the benefit of his children. There was a proviso that if C. should at any time or times assign, charge, or otherwise dispose of in the way of anticipation the annual income thereinbefore directed to be paid to him during his life, or any part thereof, or by any deed or writing attempt to do so, &c., his life interest should cease as if he were dead, the subsequent trusts therein declared of the principal sum of £15,000 being accelerated.

NORTH, J., held that there had not been a forfeiture of the life interest. He said that, assuming that the agreement comprised any life interests, he was of opinion that it did not extend to an interest which was, in effect, made inalienable. The object of the agreement was to secure for the persons who were intended to receive a benefit by the settlement something which, but for it, they would not have taken at all. It was not intended to destroy an interest of the husband when the wife and children would derive no benefit from that interest under the settlement. His lordship came to this conclusion on principle, but he was glad to find that Chitty, J., had adopted the same view in *Re Ailnott* (22 Ch. D. 275). The object of the forfeiture clause was, not to forfeit the income in a particular event, but to secure that it should be received by the person whom the testatrix intended to be the recipient of it, and to prevent its being taken by any outsider. In other words, the object was to make the life interest inalienable. In his lordship's opinion the agreement did not apply to it, and there had been no forfeiture.—COUNSEL, *G. Murray; Bramwell Davis; R. Winslow.* SOLICITORS, *A. R. & H. Steele.*

COCKSEEDGE v. METROPOLITAN COAL CONSUMERS ASSOCIATION (LIM.)—Kekewich, J., 26th June.

PRACTICE—PLEADINGS—COMPANY—RESCISSON AND RECTIFICATION OF REGISTER, ACTION FOR—PRESENTATION OF WINDING-UP PETITION—AMENDMENT OF STATEMENT OF CLAIM BY ADDING NEW GROUND FOR RELIEF—WINDING-UP ORDER.

On the 11th of February, 1889, the plaintiff, on the faith of a prospectus issued by the defendants on the 7th of February, 1889, applied for shares in the defendant company, and on the 17th of February, 1889, the same were allotted to him. On the 18th of April, 1889, the plaintiff issued the writ in this action claiming rescission and rectification of the register, and on the 8th of August, 1889, he delivered his statement of claim, in which he alleged that he was induced to take the said shares by misrepresentations contained in the said prospectus, and by the suppression of material facts. On the 13th of November, 1889, a petition was presented for winding up the company. On the 23rd of December, 1889, the plaintiff amended his statement of claim by adding an allegation that the allotment of the said shares was invalid, inasmuch as it was made by persons not duly appointed and not having the powers of directors. On the 20th of January, 1890,

an order for winding up the company was made. The question now raised, as a point of law for the decision of the court, was whether, having regard to the winding-up order, the plaintiff, as to the matters alleged for the first time in his amended statement of claim, was entitled to relief.

KEKEWICH, J., said that it was now settled, according to *Oakes v. Turquand* (L. R. 2 H. L. 325) and other cases, that a contributory could not, after a winding-up order, when the rights of creditors had intervened, assert by legal proceedings a title to be relieved from his liability on the ground of misrepresentation, and it was also settled by the same authorities that if he had commenced proceedings before the commencement of the winding up—in this case before the presentation of the petition—he was entitled to relief. The grounds on which he could obtain relief were those grounds which he had put forward before the commencement of the winding up and had persisted in to the end. If it were not so, the rights of creditors which were protected against the claims of persons who bethink themselves of their rights after the commencement of the winding up, would not be protected against persons who really had not discovered their rights at all up to that date. The plaintiff was here attempting to introduce an entirely new ground for relief. He was not entitled to any relief in respect thereof.—COUNSEL, *Marten, Q.C., and Ashton Cross; Warmington, Q.C., and H. Terrell.* SOLICITORS, *Edward Lavrance Boyer; Lumley & Lumley.*

High Court—Queen's Bench Division.

BOARD OF WORKS FOR THE PLUMSTEAD DISTRICT v. THE ECCLESIASTICAL COMMISSIONERS FOR ENGLAND—10th June.

METROPOLIS MANAGEMENT ACTS—NEW STREET—LIABILITY TO EXPENSE OF PAVING—OWNERS OF LAND—ECCLESIASTICAL COMMISSIONERS—LAND GRANTED FOR SITE OF CHURCH—PART LEFT UNCONSECRATED—CHURCH BUILDING ACTS, 58 GEO. 3, c. 45, s. 33; 3 GEO. 4, c. 72, s. 3; 48 & 9 VICT. c. 70, s. 13.

This was a special case stated under order 34 in order to determine the liability of the Ecclesiastical Commissioners to pay an apportioned part of the expense of paving a new street under the Metropolis Local Management Acts, 1855 and 1862, in respect of a piece of land which had been conveyed to the commissioners for the purposes of the Church Building Acts, but which had not been used for the erection of the church. By a deed of conveyance, dated the 18th of October, 1886, a piece of land at Lee was conveyed to the defendants and their successors for the purposes of the Church Building Acts, and to be appropriated as and for a site for a then intended new church with surrounding yard and enclosure thereto. A church was built on the land, and the building, together with the land immediately surrounding it, was consecrated by the bishop of the diocese. The portion of the land in respect of which these expenses were claimed was left unconsecrated, and remained vested in the defendants unless the consecration of the building and the other portion of the land had divested them of the same. The two portions were separated by a wire fence. Section 250 of the Metropolis Local Management Act, 1855, defines "owner" as meaning "the person for the time being receiving the rack rent of the lands or premises in connection with which the said word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands or premises were let at a rack rent." The Church Building Act, 58 Geo. 3, c. 45, s. 33, provides that "it shall be lawful for the said commissioners" (i.e., the commissioners under that Act who have been succeeded by the Ecclesiastical Commissioners) to accept and take . . . any lands, tenements, and hereditaments proper for sites of additional churches or chapels not exceeding in quantity in any one place what may be sufficient for building of a church or chapel, providing a churchyard, and making a proper and sufficient access or approach thereto, from any persons willing to give the same." Section 51 empowers the commissioners to resell such lands or such parts thereof as shall not be wanted for the purposes of the Act. The Church Building Act, 8 & 9 Vict. c. 70, s. 13, provides "that in all cases the freehold of the site of every church of which her Majesty's said commissioners may have accepted, or shall accept, a conveyance under the provisions of the hereinbefore recited Acts, or any of them (as to any church not yet consecrated when the same shall be consecrated), shall vest in the incumbent for the time being of such church." On behalf of the board of works it was argued that the commissioners had the ordinary rights of owners with respect to the unconsecrated land, and must be considered to be owners within the meaning of the Metropolis Local Management Acts. That land had not vested in the incumbent, for the word "site" meant the ground on which the church actually stood, with a few feet surrounding it. *Bouditch v. The Wakefield Local Board* (L. R. 6 Q. B. 567, 19 W. R. Dig. 66) and *Wright v. Ingle* (34 W. R. 220, 16 Q. B. D. 379) were cited. On the other side the contention was that the commissioners were not the owners at all, the land in question having vested in the incumbent as part of the "site," under 8 & 9 Vict. c. 70, s. 13.

DENMAN, J.—As far as one can be certain of any point which turns on the construction of such inartificially drawn Acts as the Church Building Acts, it is clear to me that the commissioners are not liable to the charges which it is sought to impose upon them; and that they are not liable, not because of the particular character of the land, and of the meaning of owner ship within the Metropolis Local Management Acts, but because they are not owners in any sense. The origin of the ownership on which the plaintiffs rely is to be found in 58 Geo. 3, c. 45, s. 33. [His lordship read the section, and continued:—] In the present case a nobleman who had land

conveyed it to the commissioners for the purposes of the Church Building Acts. The defendants contend that all the land so conveyed was a "site" for a church, and that the effect of the later Act (8 & 9 Vict. c. 70) was to vest it in the incumbent. There are difficulties in the way of this view, but not, in my opinion, difficulties so great as those which are involved in the contrary view. The enactment which has created the greatest difficulty in my mind is 3 Geo. 4, c. 72, s. 34, which empowers the commissioners, where they have determined not to apply the land for the purposes of the Acts, to convey it to other persons. It seems strange that the commissioners should have power to vest the land in another if it is not at the time vested in them. But that difficulty is cleared away by the consideration that when the land has been granted to the commissioners they are to have the power of vesting it in someone else; but when the land becomes vested in someone else the power in the commissioners to vest under section 34 ceases. 8 & 9 Vict. c. 70, s. 13, was relied on to show that here the land was vested in someone else. That is an enactment as to "the freehold of the site of every church" which has been conveyed to the commissioners for the purposes of the Acts. In the present case the commissioners have accepted the conveyance of a piece of land for those purposes, and "the freehold of the site" means the site which was conveyed for building a church, not merely the land enclosed within the four walls of the actual building. Here a portion only of the land was consecrated. I do not think that that fact prevents its being part of the site of a church within the Acts, and I think that any other construction would lead to great difficulties and anomalies. It follows that the whole of the land given and accepted as the site of a church vested in the incumbent upon the consecration, and that the commissioners were thereupon divested. I do not wish to say anything which might prevent the incumbent from raising the whole question if an attempt be made to rate him; our judgment is confined to the one point. *WILLS, J.*—I am of the same opinion. The framers of the first Act (58 Geo. 3, c. 45) do not seem to have contemplated that the area of the site might not be co-extensive with the consecrated area. It was not long before that point was noticed, for the Act of the following year (59 Geo. 3, c. 134, s. 34) provides that in certain events the unconsecrated portion should vest in the Crown. Then the Act 3 Geo. 4, c. 72, recognizes in section 34 that there may be land conveyed to the commissioners and not actually used for ecclesiastical purposes; this they are authorized to convey to other persons. 8 & 9 Vict. c. 70, s. 13, completed the scheme and vested the site upon consecration in the incumbent. The only question is whether "site" in that section is used in the same sense in which it is used in the initial Act—whether it means all the land conveyed or the consecrated portion only. This is an amending Act, and must prevail if it be inconsistent with the earlier Act; but I do not think it is inconsistent. I see no reason why the "freehold of the site" should be cut down to the narrow meaning which it was sought by the plaintiff to attribute to it. It is more consistent with the whole scheme that the site in this section should mean the whole of the land which has been accepted by the commissioners as a site for a church. This land, therefore, is not now vested in the commissioners. Judgment for the defendants.—*COUNSEL, Channell, Q.C., and H. A. Forman; Meadows White, Q.C., and T. T. Payne. SOLICITORS, George Whale; White, Borrett, & Co.*

Bankruptcy Cases.

Ex parte LLOYD, Re JONES—Q. B. Div., 22nd June.

BANKRUPTCY—APPLICATION TO SET ASIDE "SALARY OR INCOME"—WAGES OF WORKING MAN—BANKRUPTCY ACT, 1883, s. 53, SUB-SECTION (2).

This was an appeal from a decision of the county court judge at Wrexham, by which he refused to make an order upon the bankrupt to set aside a certain portion of his wages towards payment of his debts. Both the bankrupt and the appellant were workmen in the employ of the Plas Power Colliery Co., and in October, 1890, an action was brought by the appellant against the bankrupt for damages in respect of the loss of his eye, which had been injured by a stone thrown by the bankrupt. Judgment was given in the action in favour of the plaintiff for £50 damages, and costs, and a judgment summons was subsequently issued in respect of this sum against the defendant. On the same day the debtor presented his petition, and a receiving order was made, upon which he was adjudicated bankrupt. Application was afterwards made in the county court by the official receiver, as trustee in the bankruptcy, under section 53, sub-section (2), of the Bankruptcy Act, 1883, for an order upon the bankrupt to set aside out of his wages, which it was alleged averaged from 25s. to 30s. a week, a certain sum towards payment of his debts, but the county court judge refused to make any order. The creditor, as a person aggrieved by this decision, now appealed. Section 53, sub-section (1), of the Bankruptcy Act, 1883, provides for the appropriation of a portion of the pay or salary of an officer of the army or navy, or clerk in the civil service. Sub-section (2) provides that "where a bankrupt is in the receipt of a salary or income other than as aforesaid, or is entitled to any half-pay or pension, or to any compensation granted by the Treasury, the court, on the application of the trustee, shall from time to time make such order as it thinks just for the payment of the salary, income, half-pay, pension, or compensation, or of any part thereof, to the trustee to be applied by him in such manner as the court may direct."

THE COURT (CAYE and CHARLES, JJ.) dismissed the appeal. CAYE, J., said that the words "salary or income" had received interpretation not only in the case of *Ex parte Brindley, Re Brindley* (35 W. R. 596), which had been cited, but also in the case of *Ex parte Bennell, Re Hutton* (33

W. R. 242, 14 Q. B. D. 301), which was the case of a bone-setter, and in which it was held that, although he was in receipt of very large sums of money, amounting to some £1,000 a year, yet, inasmuch as he was not entitled to receive those sums with reference to a year or part of a year, but only in respect of the amount of work he did, therefore it was not salary or income or anything *ejusdem generis* with the salary or income in section 53. It was impossible to draw a distinction between such a case as that and the case of a working collier. If the man worked regularly he might get from 25s. to 30s. a week. If he did not go to work he got nothing. It was for the Legislature to alter the law if it was deemed necessary. The court was bound to adopt the decision of the Court of Appeal in *Re Hutton*, and on that it was impossible to say that the wages of a working man were salary or income within the meaning of section 53. CHARLES, J., concurred.—*COUNSEL, F. C. Willis; H. Lloyd. SOLICITORS, Hamlin, Grammer, & Hamlin, for Cartwright, Chester; Rooks & Sons, for Wynn Evans, Wrexham.*

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

ANNIVERSARY FESTIVAL.

The President of the Incorporated Law Society (Mr. Robert Cunliffe) took the chair on Friday evening, the 26th ult., at the thirty-first anniversary festival of the Solicitors' Benevolent Association, Mr. Gray Hill, who was announced to preside, not having returned from abroad, where he has been detained owing to an accident to his wife. The festival was held at the Albion, among the company present being:—The Hon. Mr. Justice Wills, Mr. A. Staveley Hill, Q.C., M.P., Mr. G. W. Hemming, Q.C., Mr. T. H. Stephens (Cardiff), chairman of board of directors, Mr. W. Melmoth Walters, vice-president Incorporated Law Society U.K., Mr. T. G. Gibson, president Newcastle-on-Tyne Law Society, Mr. J. F. Milne, president Manchester Law Society, Mr. C. R. Hancock, president Bristol Law Society, and Messrs. Bernard Abrahams, John Atkinson (Newcastle-on-Tyne), N. H. Boyns, C. J. Blagg (Cheshire), Wm. Frank Blandy (Reading), G. H. Bower, George Churcher (Gosport), H. Morten Cotton, A. J. Collins, Grantham R. Dodd, R. Ellis Cunliffe, R. W. Dibdin, Samuel Day, H. C. J. Groves, M. Gwynne-Griffith, J. Guedalla, W. H. Guest (Manchester), A. G. Harris (Leicester), F. W. Harris, B. F. Hawksley, John Hunter, Grinham Keen, C. B. Margette (Huntingdon), R. Pennington, Richard Pidcock, R. G. Pidcock, T. J. Pitfield, T. Skewes-Cox, Sidney Smith, A. F. W. Stephens (Chatham), J. E. Stephenson, Edwin T. Tadman, John Tarry, R. W. Tweedie, F. Vaughau, G. Brash Wheeler, Harry Woodward, and F. T. Woolbert.

THE CHAIRMAN, who on rising was received with loud cheers, proposed the health of "The Queen," observing that we all loved her for her many excellent womanly qualities and the sympathy she exhibited with her subjects, be they high or low, rich or poor. He then gave the toast of "The Prince and Princess of Wales and the other Members of the Royal Family," asserting that all the members of the Royal Family had been untiring in their efforts to perform the high duties of their station. They were all bound to admit this; not to admit it would be ungracious.

MR. JOHN HUNTER (deputy-chairman of the board of management) submitted the health of "The Houses of Parliament." He observed that the physical and mental health of the Houses of Parliament was a matter of great interest to all of them, for they came into contact with the result of their legislation every day of their lives. Next week, he understood, the House of Commons was going to consider whether or not one half of the public was going to pay the fees for the education of the other half from the mature age of five or from the early age of three. A week or two ago the House was discussing whether children should be allowed to work at ten years of age or to continue their education until they were eleven, so that he was justified in saying that from the beginning of his or her career everyone felt the effect of what was done in the Legislature. In addition, they, as a body of practising lawyers, were more interested, perhaps, in the work of the Legislature than was anyone else. It was just possible, though he did not think it very probable, that a Parliamentary draftsman might perhaps draw a clause of a Bill in terms which it would be impossible for a layman or a judge to misunderstand. When the draft of a Bill had gone through a committee of the House of Commons, and had two lines struck out of clause 1, and three lines added to clause 2, and tinkered generally from end to end, first in the House of Commons and next in the House of Lords, they might feel pretty sure that when it became an Act, and supposing it to touch the interests of mankind, it would afford occupation for the judges and, possibly, profitable occupation to the two branches of the profession. In the north of England he understood it was the custom among lawyers to drink the health of the testators who made their own wills, and in that sense he recommended the toast.

MR. A. STAVELEY HILL, D.C.L., Q.C., M.P., returned thanks, observing that the time might come when it might be thought desirable that the House of Lords should be selected on different lines from the practice at present in vogue, but as long as a second Chamber remained for the protection of the interests of the realm, the great object must always be to make it as strong as possible against all attempts to subvert it. With regard to the House of Commons the period of their making of laws had been continuing for some time, and he was afraid the time for taking probate with regard to these laws was approaching. The House of Commons had completed its fifth year, and it could not expect to go on for more than a year longer, and the present House would pass into history. Sincerely, as one who sat on the Government side of the House, he thought that history might consider favourably the work done by it. No doubt a

great deal of their time had been taken up with measures of something less than an imperial character. No doubt a great deal of the time of the House had been consumed in the consideration of matters which might well have been relegated to another tribunal, but he looked forward, as many did, to the time when the House of Commons should be greater than it is at present. The nation consisted, not only of Great Britain and Ireland, but of the great colonies and dependencies across the seas. Now that the difficulty of distance had been overcome, he hoped the time was approaching when we might have, not a House of Commons representing simply the people of England and Ireland, sitting at Westminster, but a real national Parliament, representing the Colonies and India—a Parliament which should give law and civilization to the world.

The CHAIRMAN gave the toast "The Bench and the Bar." He observed that we were fortunate in this country in having for our judges men of eminence, learned in the law, of proved integrity, perfectly fearless in the discharge of their duties, and absolutely incorruptible. He ventured to say they were a body of men such as would not be found in any other country, and those present, knowing their high qualities, felt towards them a deep debt of gratitude for the way in which they protected and safeguarded the rights and liberties of their fellow subjects and otherwise discharged the duties of their high office. They were honoured with the presence to-night among them of one of her Majesty's judges, learned in the law, who was universally beloved for his unvarying courtesy, and who had given pleasure to thousands in days gone by by the charming relation of his wanderings in that remarkable country in which he had spent so many of his long vacations. It was always a pleasure to have among them Mr. Justice Wills, whose name he would venture to connect with the toast of the bench. The bar was composed of a body of men who also were learned in the law, and they were perfectly fearless in the discharge of their duty to their clients. There was hardly a man among them belonging to the solicitors branch of the profession who had not in his time received good advice and help from a member of the Bar. He sincerely trusted that no attempt might ever be made to do away with the bar of England. Attention had been called to the question of the fusion of the two ranks of the legal profession. He was not going to trouble them with any arguments in opposition to that question of fusion, but he might simply express his own personal hope that the bar of England might be allowed to remain as it had been heretofore—a separate and distinct organization in all its rights, privileges, and associations. He thought we did not in these calm days sufficiently estimate the benefits the country had received from the bar of England in days happily now passed away, when the power of the Crown was greater, and when the judges of the land were to some extent under the influence of that power. He ventured to hope that the bar of England might remain a separate and distinct organization. They had among them this evening Mr. Hemming, with whose name he would venture to associate the toast on behalf of the bar.

The toast was drunk with great cordiality, many of the guests rising to their feet.

Mr. Justice WILLS, who was received with long continued cheering, said the very kind reception of the toast was extremely gratifying to him as an indication that the body to whom he had the honour to belong was not altogether unpopular amongst those who knew best their weakness and their strength. For himself, he was indeed glad to acknowledge here that which he never forgot, that it was to the kind appreciation of, at all events, certain industries with which he might fairly credit himself throughout his life by the members of the solicitor branch of the profession, it was to that mainly he owed the fact that he occupied the position he did as one of her Majesty's judges. As far as he himself was concerned, it was a case of gratified and satisfied ambition, he wished for nothing better, he could imagine nothing which would be more completely to his taste, and nothing that he would be willing to change; they might then well believe that he felt some sense, and a heavy sense, of gratitude to those who had helped to place him where he was. They had been good enough to indorse the chairman's statement that the body to which he belonged was incorruptible. They would allow him to say, perhaps, that it was not always because the opportunities for corruption did not exist, because, although of course he could not tell what might be the case with his brethren, he himself was a judge to whom a bribe had been offered. He was at Manchester once when he received a letter from a Scotch hawker, one Mr. John Forbes, addressed "to the judge of the court at Strangeways," and it was delivered at the judge's lodgings, and was handed to him. And it contained, in eight pages of note paper, a very admirable statement of a quarrel that he had had with his sister which was coming on shortly for trial, in which he explained how deeply wronged he was and how very much he expected from the judge who was going to try the case, and he said, "Now, Sir, when you have given judgment for the defendant," who was himself, "with costs, if there is any small article of value you would like to receive, and feel that you could comfortably accept, say so, and it shall be sent, and if not there is no harm done." Mr. John Forbes wound up with a paragraph that shewed him (Mr. Justice Wills) that his case was not going to be tried before him, but before the judge of the Salford Hundred Court, and he thought for a moment what he should do. He did not like altogether that even John Forbes should suppose that that was quite the right thing to do, so he addressed a sharp letter to him in which he said Mr. Justice Wills had received his letter, that he was not the judge who was going to try his case, therefore it was of comparatively little consequence, but that he had committed a very serious offence, and that if he (Mr. Justice Wills) had not attributed it to ignorance he would have taken some serious steps. He would like to remark how effectual the rebuke of a judge sometimes was. He received a letter in return with an apology, grovelling, absolutely grovelling, in its humility, and after having completely satisfied any sense of offended dignity, it proceeded—

"And now, Sir, will you be good enough to tell me who is the judge?"

Whether his learned friend who was the judge of the Salford Hundred Court heard from him, and in what sense, he knew not. So they say that the opportunities were not altogether wanting. He would like, before sitting down, to give expression to a word of satisfaction at seeing Mr. Cunliffe in the chair, with a word of regret, in which he knew that the chairman would share, that an old friend of his who was expected to preside was not among them. He had known Mr. Gray Hill when he was a fair-haired boy of ten. From his grandfather and from his father he (Mr. Justice Wills) had received kindnesses when he was a young man which he could never forget, and of which he could never speak in sufficiently grateful terms; his uncle, the Recorder of Birmingham, had been his (Mr. Justice Wills) father's early and lifelong friend, and from that Recorder of Birmingham he had received some of the best lessons of his life. He was, he thought, almost without question the best criminal judge he had ever known, and to this day he had tried to remember the example which he had set him, and to put in force things which he had admired in him—absolute disregard of mere forms, his determination to make substance paramount, and to make trifles of everything else, and to do justice and mercy at once to the poor people before him. And it was his nephew who had been kind enough to invite him (Mr. Justice Wills) to come there that night. He regretted to learn that it was an accident to his amiable and excellent and most able wife, a fall from her horse, that had prevented his being there, and all would feel with him that, glad as they were to see Mr. Cunliffe presiding, and delightful as he had made their evening, they were sorry that Mr. Gray Hill was not among them.

Mr. G. W. HEMMING, Q.C., in returning thanks for the bar, observed that it was a maxim of the profession, If you can get a judge to do your work for you, don't do it yourself; and he was exactly in that position now, for there was but little left for him to say. The chairman had expressed his desire that the two branches of the profession should be kept separate, and he (Mr. Hemming) thought it was quite as well, before they became united so closely as some people desired, that they should continue their courtship a little longer. He would be a little sorry if the present relations which existed between the two branches of the profession were brought to an end by a closer and perhaps a harder union.

Mr. C. J. BLAGG gave the health of the Incorporated Law Society, and the other law societies of England and Wales. He was sure they would agree that the Incorporated Law Society deserved well of the legal profession at large. It had been to him a great pleasure and satisfaction to see how, of late years, the Legislature had intrusted the Incorporated Law Society with much larger powers than had been the case formerly. He believed that was a proof at once that the Law Society had exercised well those powers which it had previously possessed, and he was quite sure, as far as his experience went, that it would exercise well those further privileges which the Legislature, in its wisdom, had given them. There was no doubt that the Law Society was subject to criticism like every other person and institution in the kingdom. Criticism was good for us all, and he did not think it had ever done the Law Society harm. But this was not the occasion to indulge in criticism. He had always met with the greatest courtesy in all his relations with the society. He was happy to say they had never had any hostile proceedings to take against him, and he had never had any hostile proceedings to take against them, and he ventured to hope that that happy state of things would continue to the end. There was no doubt the society was to a certain extent a trades union, but he thought they differed from most trades unions in this, that they did not know much about strikes; they had not had much experience of lock-outs, and he did not think they needed a large army of pickets. He was not sure that their trades union had raised their wages or shortened their hours, but he thought it had done better in that it had been actuated by what he might venture to call unselfish, and not ignoble, objects, and he believed it had succeeded in attaining the object of its existence, which he took to be the improvement of the status and the prestige and the position of the solicitor branch of the law. He was now getting rather a venerable solicitor, and for many years he had taken great interest in the affairs of the Solicitors' Benevolent Association, but he was sorry to say, although he had made all the efforts he could to get new subscribers and enlist sympathy and interest in it in his neighbourhood, he could not say he had met with that success which he thought the association merited. Just to give an instance in connection with the present anniversary festival, he had written no less than eighteen letters personally to friends who he thought could well afford to subscribe to it, and he had only got two subscribers. He was sorry to say that one gentleman had written to him that he was surprised to find that a man of his sense could wish to enlist sympathy on behalf of a society which could only bolster up the black sheep of an already overstocked profession. He (Mr. Blagg) knew that when an ingenious gentleman had to find out reasons for saving his own pocket it was not much use to argue with him, so he had not answered his letter, but he had never heard worse reasoning in his life; because no one could think that any future black sheep could be diverted from entering the profession because there was no Solicitors' Benevolent Association, and he could hardly think any gentleman entering the profession made a calculation so fine as to think the day would come when he would be glad to be bolstered up by it. No, he wished he could see that *esprit de corps* general among the profession which he knew was universal among those he was addressing, and he wished that those to whom Providence had been kind in their battle of life would do their utmost to support the association, to make it known amongst their friends, and so to do useful work and to add useful strength to the sinews of this very excellent association.

Mr. W. MELMOTH WALTERS (vice-president of the Incorporated Law Society) returned thanks for the Incorporated Law Society, observing that it was a great society numbering 6,500 members, and much might be done by a number of men banded together in the same interests, and the object of

the society had been, not merely their own professed advancement, not merely a system of trades unionism, such as had been hinted at, but the general benefit of the public, and, in the first instance, of their own clients, because they had come to the conclusion that the most enlightened policy was the best, and that if they did their best for the interests of their clients they would be doing the best for their own interests. He was not speaking merely in generalities. He had in mind the result of the legislation brought about by the late Lord Cairns, which had been most successful, most beneficial in the interests of clients, and most desirable and beneficial to solicitors in that it lightened their labours and reduced the redundancy and length of their drafts. In connection with the toast he might say that the Incorporated Law Society looked upon the Solicitors' Benevolent Association as in the light of a daughter of the society. It was true that some of the country societies had nobly come forward at intervals and had made large donations to solicitors, and the Incorporated Law Society had never done that. Why? Because they had felt that charity was quite inconsistent with the other objects of the society, and therefore the daughter society had been established. That the charity had always been on the mind of the society might be shewn from its earlier records. The society was really a revival of an old society which had existed as far back as the year 1739, the records of which he had been permitted to look at quite recently. He had found there that questions of charity to decayed solicitors had been brought before the society, and that private whips were made among the members for their relief. Relief was now given on an organized scale by the Solicitors' Benevolent Association, and he hoped it would be supported as it deserved. The Incorporated Law Society was, like the little cherub which sits up aloft of Didden, taking care of the life of poor Jack below. While Jack was prosperous and was doing his work the society watched over his interests, took care they should not be infringed, backed him up in his fights against injustice and oppression, and assisted him to keep the status in which poor Jack, if he might say so, now existed. But when poor Jack comes to grief, it was then that the Solicitors' Benevolent Association held out a helping hand, and it was not the black sheep that had been spoken of who were kept afloat, and he thought that would be the opinion of everyone who had served upon the committee of the association. The greatest pains were taken to investigate the *bona fides* and the merits of every case, and no case was relieved which the committee were not satisfied was genuine and deserving of assistance. The mere fact that a man was poor was not accepted as a reason why relief should be given. The association did not number nearly so many members as ought to be the case. The parent society could boast of 6,500 members, the association had only 2,300; but it should be remembered that the society had been existing for sixty-six years in its renewed state. If he went back to the original formation of the society it would be something like 166 years. The association was young—but thirty-three years of age. When it arrived at the mature age of the society, who knew what it might do? But the members should lose no opportunity of pressing on every member of the society the necessity of supporting the association. Mr. Blagg had spoken of receiving only two answers to eighteen letters on behalf of the association. He (Mr. Walters) was not despairing with such a result. Two out of eighteen was more than ten per cent.; and if they received a favourable answer to ten per cent. of the applications made with reference to the festival they would accumulate a much larger membership. Might he take up a point which had been referred to by one of the speakers? The Incorporated Law Society had had criticisms passed upon them sometimes, and its position provoked criticism. A large society such as this, managed by a council in which there must be divergent voices, was very greatly open to criticism, and it had the disadvantage that it could not enter into the lists to defend itself. Its position was like that of her Majesty's judges. If they were attacked in the columns of the newspaper press they could not write in answer. The society had often to submit to criticism which the members of the council felt to be unjust and undeserved, and in this connection he might refer to a criticism which had lately appeared. It did not answer for the council to publish to the world exactly all the motives which led them to adopt a certain course. But they might depend upon it that there was no important question affecting the profession but was carefully considered at the table of the council, and round that table were men of the highest eminence in the profession to which he had the honour to belong, and he wanted to assure them that every question brought before them was carefully considered, and that they did the best according to their judgment, and in that judgment every member did not always agree. The questions connected with the society were questions which must be decided by majorities, like every other question, and as a rule there is very little scope for differences of opinion. As a rule they worked well together, and solicitors might be quite sure that no decision was come to without full discussion. He thanked them for the members of the Incorporated Law Society, which claimed, as he said, to be the mother of the Solicitors' Benevolent Association, and which would always feel the deepest interest in the welfare of her daughter.

Mr. T. G. Gibson (president of the Newcastle Law Society), in the unavoidable absence of Col. Hughes, M.P. (president of the Kent Law Society) responded on behalf of the provincial law societies. He said that, having been honorary secretary of the Newcastle Society for upwards of twenty years, he had had a great deal of information before him as to the opinions of the law societies throughout the country generally, and the general feeling was one of satisfaction that the Incorporated Law Society shewed a wish to further their action in every way. He was quite sure of this, in no case were the country societies more anxious to co-operate with the Incorporated Law Society and the general body of solicitors throughout the kingdom than in furthering the objects of the association on whose behalf they were met. Those objects appealed very strongly to the feelings of the country solicitors, and he was personally able to testify

to the great use which the society had been in a number of very urgent and pressing cases.

The CHAIRMAN proposed the toast of the evening "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said: I thought when I came here to-night that this was my toast, but my friend Mr. Blagg, and my friend Mr. Walters, and my friend Mr. Gibson have all had something to say about it, and I am not quite sure whether there is anything left for me to say at all. But as I had got something on my mind about the society perhaps you will bear with me when I say it. You all of you wish well to the association. If you did not you would not be here to-night, and although I have been a member of the association for now nearly twenty years, many of you know much more about it than I do, because it is only during the present year that I have had an opportunity of knowing more about the working and internal arrangements of the association than I could previously gather from the annual reports circulated among the members of the association. You know that the objects of the society are to relieve all poor and necessitous solicitors and proctors in England and Wales, and their wives, widows, and families. These are most praiseworthy objects, and I would that the solicitors throughout the country generally would more particularly esteem the benefits which this society affords. There is no poverty I believe so difficult to bear as that which is called genteel poverty, and it is that precise description of poverty which this society desires to relieve, and does relieve when occasion arises. I have heard it stated, with what accuracy I know not, that if the yearly professional income of every solicitor in England and Wales were lumped together, and then divided amongst all the solicitors, there would be scarcely more than £300 each man. I am told this is the case, and, if so, some solicitors must have an income of very much less than £300 a year, and inasmuch as a solicitor must keep up some kind of appearance it is not surprising that many of them leave their wives and families absolutely unprovided for, and it is precisely in these instances where the poor widow has lost her husband by death, and also the income derived from his exertions, when, dazed and staggered by the loss she has sustained, she hardly knows what to do; it is then that this association steps in, and with its timely relief enables her to look about her until such time as she can devise some means for the support of herself and family. There are also, in addition, temporary grants which are made to impecunious persons connected with the profession of the law who do not receive what I may call permanent relief at the hands of this association. That relief is furnished from the income of the securities purchased with the legacy left to the association by the late Miss Ellen Reardon, with the fund collected in the Jubilee year, and with the stocks bought with the munificent gifts received from Mr. John Hollams, which amounted during the last three years to £2,000. Mr. Scott, our invaluable secretary, has furnished me with many statistics relating to the association; its origin, rise, and progress. I am not going to trouble you with them to-night. They have been published year by year in the reports which are sent out to all the members, but I must tell you that whereas in 1870 the amount of relief granted was £755, in 1880 it amounted to £2,283, and in 1890 to £3,721. The annual income of the association derived from the return of its investments is about £1,700, and the difference between that sum and the amount expended has to be derived from subscriptions and donations, and as we cannot go on year by year begging from those who have liberally contributed to the funds, the directors desire that we may be able to secure more members, more annual subscribers, in order that the funds may be permanently increased, that we may know what we are dealing with, and not have to come year after year asking people to subscribe at these festivals. Mr. Blagg wrote eighteen letters, and I am much obliged to him for doing so, and he got two answers. It is only three weeks since, owing to a telegram received from Mr. Gray Hill, who, I am glad to say, is well on his way to England, and will be here on Sunday—it was not quite three weeks ago that my co-directors asked me, as President of the Incorporated Law Society, to take the chair on this occasion. I was rather modest about it, and wanted Mr. Stephens, of Cardiff, to take it, but he was still more modest and would not. Then I wanted Mr. Hunter, but he was still more modest and would not. So it seemed my duty as President of the Incorporated Law Society to take all good things coming in my way, and here I am, chairman to-night. As soon as I agreed to take the chair Mr. Scott came to me and said I must write a letter to send round. I wrote a letter—a special letter—to one particular town in England, and made a special appeal to the solicitors of that town, asking them under the circumstances to send me the contributions they would have sent to Mr. Gray Hill if he, their fellow-citizen, had taken the chair to-night. Mr. Scott sent out 480 lithographed fac-simile copies of the letter in my writing, and how many answers do you think we received? We had but one answer, one only, with a guinea subscription. I was very much obliged to that gentleman. I wish we had thirty or forty or fifty like him. From time to time Mr. Scott and I thought we might have some answer, and he wrote to the president of the law society in that town, and he was like the gentleman who wrote to somebody else and got no answer. We were disappointed. We had hoped that we should have had something, but by the time that Mr. Gray Hill comes home (he has been good enough to send us £50) we may hear something from them. The reason I mention this is to urge Mr. Blagg not to be discouraged. I really think the time is coming when we shall have to give up begging. A friend of mine said to me, "We can't go on from year to year giving to this association. It is a very good association, but you ask us too often," and I feel it myself. I wish to assure you that all the money which comes to this society goes into the pockets of those for whom it is intended. We have no large staff of officials; we have no big building to keep up and maintain; we have no kitchen, no dispensary, no food to buy, no drugs to waste. Our office is small, very small; our staff is small and our salaries still smaller; and the

total expense of the society is very small indeed; and I wish you all to understand that what you give will go to a good purpose. The persons relieved are truly the poor, the poor of our own body; because if they are not actually members of the legal profession, they are the widows or the children of men who have been members of that profession. Truly they are the poor, and it is good that they should be remembered. I am not going to beg of you; I know that most of you present have given liberally, and will, as your means and inclination serve, give again to the association. But many of our professional brethren altogether ignore its existence, and I want that they should know more about it than they do, the members of the profession not present to-night and not members of the association. There is a sentence familiar, perhaps, to most of you, but which cannot be too often repeated or thought about, a sentence written by the wisest man who ever lived on earth, and it cannot be wrong if I should quote it to you. It is "He that hath pity upon the poor lendeth unto the Lord, and that which he hath given will be repaid to him again." I am wrong, it is "and that which he hath given He will repay to him." The Lord will repay. As the Rev. Sydney Smith once remarked, that security is first rate, it is certain that it is better than anything that can be had on the Stock Exchange, or even on the register of the Incorporated Law Society, and if those members of our profession who are not already members of the association would kindly turn a little of their spare cash over to its beneficent objects they would be casting their bread upon the waters with a certainty of having it again, and of doing good to themselves and to many well-deserving persons.

The toast was drunk upstanding and with three times three.

Mr. J. T. SCOTT (secretary) announced subscriptions and donations to the amount of £700, among which were the chairman £52 10s., Mr. Gray Hill £50, Messrs. Hunters & Haynes £31 10s., Mr. N. T. Lawrence £20, Sir Thomas Paine £10 10s., Mr. T. H. Stephens £10 10s., Kent Law Society £10 10s., Mr. E. P. Debenham £10 10s., Mr. J. Mackrell £10 10s., Mr. J. W. Howlett £10 10s., Mr. T. G. Bullen £10 10s., Mr. T. G. Gibson £10.

Mr. T. H. STEPHENS (chairman of the board of directors) proposed the health of "The Chairman," observing that when Mr. Gray Hill had been unable to attend, Mr. Cunliffe had, possibly at great inconvenience to himself, come forward and done what he could to make the dinner a success. In the town from which he (Mr. Stephens) came they had done their best for the association, and he wished, for the sake of the entire profession, that the association was better supported. He had never given £15 with greater satisfaction than once when he did so on behalf of the association to a poor destitute lady, the widow of an unfortunate solicitor. It was a Saturday evening, and she told him that she did not know where she was going to get food for her children. He believed the association to be an excellent one, and urged solicitors to stand by it.

The toast was drunk upstanding and with musical honours.

The CHAIRMAN, in returning thanks, said that during the last three weeks he had had his moments of despondency. He did not know whether he ought to make himself disagreeable to all his friends by going round from office to office or let things take their natural course. He had done what he thought best under the circumstances. He wished the result had been greater, but, personally, he thanked each of those who had contributed for having aided the munificent objects of the association. Now that the festival was over he could assure them that, although he had looked forward to it with great pleasure, he had looked forward to it with more dread. He had thought of little else for three weeks, and he had had his reward in their donations, and the way he had been received that night.

GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at Cirencester on Thursday, the 25th of June last. Mr. Ellett (Cirencester), the president of the society, presided, and there was a large attendance, including Mr. James B. Winterbotham (Cheltenham), vice-president, Mr. E. W. Coren (Gloucester), honorary secretary, Mr. Kinneir (Swindon), Mr. Whitcombe (Gloucester), Mr. Scott (Gloucester), Mr. Mullings (Cirencester), Mr. Warman (Stroud), Mr. D. J. Wintle (Newnham), &c.

The PRESIDENT in moving the adoption of the report of the committee referred to the opposition to the Public Trustee Bill, and said that, although withdrawn for this session, it was understood that it would be reintroduced next session. He pointed out the objections on principle to the establishment of a State department for the transaction of private business, and referred to the disadvantages to the *cestui que trust* of having to deal with a State department, necessarily acting in accordance with hard and fast rules. He recognized, however, that there is one point on which the public feel very strongly, and which must necessarily produce a certain amount of support in Parliament for any proposal for appointing a public trustee, namely, the advantage of the State guarantee for the safety of the trust funds. It must also be recognized that there is a growing difficulty in finding private trustees, especially in the larger and more special trusts. He doubted if it would be expedient or possible successfully to oppose altogether the appointment of a public trustee, but urged that his duties should be limited to the safe custody of the trust funds, and should not extend to the general administration of the trust. The public requirement would, he thought, be to a considerable extent met by authorizing trust companies to undertake such business, and that the policy of the profession would be to formulate a good working scheme for the appointment of a public trustee responsible for the safety of trust funds when voluntarily brought under his control, but with no other powers in relation to the trust.

After discussion, in which the views expressed by the president were generally concurred in, the report of the committee was adopted.

Grants to the amount of about £90 to the families of deceased solicitors were sanctioned.

The following are extracts from the report of the committee:—
Members.—The present number of members is 112.

The Public Trustee Bill.—The most important matter which your committee have had to deal with during the past year has been the "Public Trustee (No. 2) Bill," being a Government Bill introduced into the House of Commons by the Chancellor of the Exchequer early in the present session. The Bill provides for the establishment of the office of Public Trustee, which would in fact be a Government department for the administration of private trusts. This proposal appeared to your committee to be most objectionable, for the following amongst other reasons:—

1. As being an effort in the direction of State interference with private business. If it be contended that the Bill confers advantages on the parties interested in trust funds, the reply is that it can only do so at the expense of the community, which is wrong. If it does not confer advantages, it is useless.

2. The management of trusts especially requires the personal attention and local knowledge of those acquainted with the circumstances of the case. Such business frequently requires considerable tact and delicacy of management, which cannot be expected from the officers of a public department who necessarily proceed by rule.

3. The effect of the Bill, if it should result in putting into the hands of a public trustee the enormous amount of money held under trusts, would be to place such money in Consols or similar investments, and this probably is the real object of the Bill. In so far as it has this effect it will defeat the Trust Investment Act, 1889; reduce the income of beneficiaries; and tend to withdraw from the land of the country the trust money invested on mortgage.

4. Although the Bill is permissive, it may be expected that it will be the tendency of the courts to appoint the official trustee on the occasion of appointment of new trustees, thereby in time placing under his control the bulk of the larger trusts. The same result may be expected from the tendency of every public department to increase the scope of its powers, with a view to becoming peculiarly self-supporting.

5. There is no evidence that any legislation is required, and there is no serious difficulty in obtaining private trustees.

6. It is socially and morally inexpedient to legislate so as to encourage refusal on the part of relatives and friends to undertake trusteeships.

On the 5th of March last a meeting of the Associated Provincial Law Societies was held, at which your society was represented by the president, and it was resolved to appoint a deputation to the Lord Chancellor and the Chancellor of the Exchequer. The deputation attended accordingly, accompanied by the president and vice-president of the Incorporated Law Society, but it appeared that the Government intended to proceed with the Bill. The Chancellor of the Exchequer, however, intimated his willingness to consider any proposed amendments when the Bill is in committee. Your committee represented to the local members of Parliament their objections to the Bill, and the same course was taken by other societies. Subsequently another meeting of the Associated Provincial Law Societies was held, at which the provisions of the Bill were fully discussed, and amendments considered; Mr. Coren represented the society at this meeting. Owing to the state of public business in the House of Commons no further progress has at present been made with the Bill. Should the second reading be carried a motion will be made to refer the Bill to a Select Committee instead of the Standing Committee on Law, and amendments will then be proposed.

Status of Solicitors.—This question was brought under the consideration of the committee by the Incorporated Law Society of Liverpool, in an able report, in which it was pointed out that the present distribution of appointments as between barristers and solicitors is illogical and unfair. Your committee felt, however, considerable doubt as to the expediency of taking any action in view of the circumstance that most of the patronage is in the hands of persons whose sympathies are with the bar, and feared that the result might be to confer on barristers appointments now held by solicitors without any corresponding benefit to our branch of the profession. Your committee would rather look to the change resulting ultimately from an improvement of the existing system of legal education by the establishment of a school of law applicable alike to both branches of the profession. A communication to this effect was addressed to the Liverpool Society.

County Courts.—Your committee have concurred with the Associated Provincial Law Societies in supporting the following resolution:—"That the interests of the public require the repeal of so much of section 72 of the County Courts Act, 1888, as prohibits the solicitor of a suitor from retaining another solicitor to appear in the county court as an advocate for the suitor."

Solicitors' Remuneration Order—Conducting Scale at Auction Sales.—The question whether the right to the conducting scale fee under the Solicitors' Remuneration Order is precluded by a payment to an auctioneer for offering the property and registering the bids at an auction, remains unsettled. The Council of the Incorporated Law Society have intimated their willingness to support a suitable test case for obtaining a decision on this important question, and in the event of such a case coming under the notice of any of the members of this society, it is hoped they will communicate particulars of it to your committee.

The Tithe Act, 1891.—The Bill which has resulted in this Act for transferring the liability for tithe rent-charge from the occupier to the landowner, was carefully considered by your committee, and suggestions

were made upon it to the Council of the Incorporated Law Society. The attention of practitioners should at once be given to the requirements of sub-section 6 of section 2 as to notice by the landowner to the tithe-owner, where the occupier is liable to pay the tithe rent-charge under existing contract. Your committee regret that a clause to which exception was taken by the profession generally, stands part of the Act, namely, the power given by sub-section 1 of section 5 to a tithe-owner, to make application to the county court by an agent, not a solicitor. Although the point is in itself a small one, the principle involved is objectionable, and it appears to your committee that the exception to the general rule, that solicitors only are authorized to conduct proceedings in any court, should not be carried further than it is already carried by the County Court Act, under which an agent in the regular employ of the party may appear. The committee, however, conceive that it is doubtful whether the provision referred to enables the non-professional agent of a tithe-owner to appear and conduct the case on the hearing, if any, or whether his power is not limited to the signing and lodging the prescribed notice of application to the court.

Licensing Law.—The importance of the recent decision of the House of Lords in *Sharpe v. Wakefield* (60 L. J. M. C. 73) in its bearing upon a branch of practice of interest to many members of the society, induces your committee to think that it may be expedient to make reference to it in this report. The point decided is that the discretion of justices given by the Alehouse Act, 1828, s. 1, in the granting of licences applies equally to the renewal as to the original grant. In applying this decision it will be important to practitioners to bear in mind:—

1. That it does not affect the renewal or transfer of licences under 32 & 33 Vict. c. 27, s. 19, i.e., in respect of beerhouses licensed before May 1st, 1869.

2. That it does not affect the grant, renewal, or transfer of off beer licences subject to 32 & 33 Vict. c. 27, s. 8.

3. That it does not alter the procedure prescribed by section 42 of the Licensing Act, 1872, and section 26 of the Licensing Act, 1874.

4. That although, subject to the foregoing restrictions, the discretion of the magistrates is absolute, they must exercise this discretion judicially "according to law and not to humour"; it must not be "arbitrary, vague, and fanciful, but legal and regular."

LEGAL NEWS.

OBITUARY.

Mr. W. METHOLD PORTER, the head of the Court Order Department of the Central Office, died recently, after a few days' illness. His death was indirectly attributable to an attack of epidemic influenza, which ailment has visited the staff of the law courts with some severity. Mr. Porter was deservedly esteemed both by his colleagues and by the profession. He was at all times ready to give the benefit of his knowledge and experience in the branch to which he was attached to those who either sought or needed it, whilst as an official taking pride in the punctual and faithful performance of his duties he was probably unequalled.

APPOINTMENTS.

Mr. JUSTICE ROMER has been appointed an Honorary Fellow of Trinity Hall, Cambridge.

Mr. A. J. PENNY has been appointed to a Clerkship in the Central Office of the Supreme Court of Judicature, in succession to the late Mr. W. M. Porter.

Mr. RICHARD ROACH PITTIS, solicitor, of Newport, Isle of Wight, has been appointed Official Receiver in Bankruptcy for the district of the county court holden at Newport and Ryde, Isle of Wight, as from the 20th of June, 1891, in succession to Mr. Samuel Wheeler, appointed to be Assistant Official Receiver, under the Companies (Winding-up) Act, 1890, attached to the High Court of Justice.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

GEORGE MERCER, JAMES BARBER EDWARDS, and JOHN JAMES WILLIAMSON, solicitors, Deal and Sandwich (Mercer, Edwards, & Williamson). June 19.

WALTER JAMES REED, ROBERT HENRY WINTER, and JOHN ROSSSELL HENSON, solicitors, Kingston-upon-Hull (Reed, Winter, & Henson). So far as the said Walter James Reed was concerned, as from December 31, 1890. The said Robert Henry Winter and John Rossell Henson will for the future carry on the practice under the style or firm of Winter & Henson. [Gazette, June 26.]

JOHN JONES BUSH and JOHN BUSH, solicitors, Towbridge, Hilperton, and Bath (John E. Bush & Son). June 26.

CLAUDE ASHLEY ANSON PENLEY and GEORGE CHARLES GRUBBE, solicitors, 52, Lincoln's-inn-fields (Penley & Grubbe). June 30. [Gazette, June 30.]

GENERAL.

Mr. Justice North has announced that on Tuesday next, the 7th of July, he will take further considerations. On that day no witness actions will be placed in the paper.

There is not the slightest foundation, says the *Times*, for the report that Sir Charles Butt has tendered, or intends to tender, his resignation as

President of the Probate, Divorce, and Admiralty Division of the High Court of Justice. His lordship has derived considerable benefit from medical treatment at Wiesbaden; but, as that treatment had not been carried out through its full course when he resumed his judicial duties, he has been advised to return to Wiesbaden with the view of entire relief from pain, which from time to time is still acute.

Commencing last Thursday, Mr. Justice Collins, who has given up the circuit for which he was named at the meeting of the judges, will assist Mr. Justice Jeune for the remainder of the sittings in getting through the business of this division. It has been arranged by the two learned judges that on Tuesdays Mr. Justice Jeune will take the motions for all branches of the division, and will do the whole of the admiralty work; but when not thus engaged he will share with Mr. Justice Collins the trial of probate and divorce actions, which will consist of jury cases as well as cases before the court itself. The Lord Chancellor will appoint a commissioner to take the place of Mr. Justice Collins on circuit.

On the 28th ult., says the *Times*, the Attorney-General having occasion to attend the court in another case, Lord Coleridge addressed him, and, referring to the case of *Coombs v. Barber*, observed:—"I never in my life was more impressed than I was by your answer in that case. There was a strong case against you, but it was answered; and, having kept my mind open, I received such fresh light as enabled me to see it, and my view of the case was completely changed. The Attorney-General said, I am much obliged to you, my lord, for your kind reference to the case. For myself, I may say that I never had a case in which I felt a more painful sense of responsibility."

On the 26th ult., in the House of Commons, Mr. Cobb asked the Secretary of State for the Home Department whether he was aware that the arguments in the appeal of *The Commissioners for Special Purposes of the Income Tax v. Pennel* were concluded in March, 1890, and that the delay in delivering judgment was causing great inconvenience in the administration of a number of charities, the trustees of which were waiting the judgment in order to know whether they were entitled to a return of income tax; and whether he would ascertain from the Lord Chancellor and state a date before the Long Vacation when judgment would be delivered. Mr. Matthews said, I am informed by the Lord Chancellor that the judgment will be delivered before the House rises.

It is stated that the benchers of the four Inns of Court have decided to introduce changes in the education of students for the bar; that the subjects of instruction are to be divided into three groups—Roman Law and Jurisprudence, and International Law, Public and Private; Constitutional Law, English and Colonial; and English Law and Equity, subdivided into such departments as the law of persons, the law of real and personal property, the law of obligations, civil procedure, and criminal law and procedure; that a permanent staff of readers, not more than eight in number, will give instruction, both catechetically and by lectures; and they are to be aided by a staff of assistant readers for elementary classes. The salaries of the legal professors are now £1,000 a year; those of the readers will be £500, with certain capitation fees. The existing studentships are to be replaced by two studentships of one hundred guineas a year, tenable for three years, to be awarded to those who pass the best examination on the whole in all the prescribed subjects.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	APPEAL COURT		MR. JUSTICE	
	No. 2.		CHITTY.	
Monday, July	6	Mr. Farmer	Mr. Ward	Mr. Justice North.
Tuesday	7	Mr. B. J. P. Langley	Mr. Pemberton	Mr. Beal
Wednesday	8	Mr. Farmer	Mr. Ward	Mr. Pugh
Thursday	9	Mr. B. J. P. Langley	Mr. Pemberton	Mr. Beal
Friday	10	Mr. Farmer	Mr. Ward	Mr. Pugh
Saturday	11	Mr. B. J. P. Langley	Mr. Pemberton	Mr. Beal
Date.	MR. JUSTICE		MR. JUSTICE	
	STIRLING.		KEKEWICH.	
Monday, July	6	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday	7	Mr. Godfrey	Mr. Clowes	Mr. Lavin
Wednesday	8	Mr. Leach	Mr. Jackson	Mr. Carrington
Thursday	9	Mr. Godfrey	Mr. Clowes	Mr. Lavin
Friday	10	Mr. Leach	Mr. Jackson	Mr. Carrington
Saturday	11	Mr. Godfrey	Mr. Clowes	Mr. Lavin

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

ALLEN—LANGLEY.—June 17, at Olney, Bucks, Archibald Allen, solicitor, Olney, to Emily Maud, youngest daughter of the Rev. J. P. Langley, Vicar of Olney.

CHOMLEY—BECKETT.—June 16, at All Saints', St. Kilda, near Melbourne, Victoria, Charles Henry Chomley, M.A., LL.B., barrister-at-law, to Ethel Beatrice Yeobell, youngest daughter of W. A. C. Beckett, of Penleigh House, Westbury, Wilts, and Melbourne, and grand-daughter of the late Sir William Beckett, First Chief Justice of Victoria.

FORSYTH—MURRAY.—June 23, at St. Giles's, Edinburgh, David Forsyth, solicitor, of Elgin, to Annie Glover, only daughter of the late David William Murray, of Aberdeen-park, London.

DEATH.

LEAR.—June 19, at Arundel, Sussex, George Lear, solicitor, aged 84.

"EUXESIS."—A DELIGHTFUL SHAVE.—No soap, water, or brush required, only a tube of A. S. Lloyd's Euxesis and a razor. Shaving with "Euxesis" becomes a pleasure, it softens the stiffest beard and leaves the skin cool, smooth, and free from irritation. The genuine bears two signatures—"A. S. Lloyd" in black, and "Aimee Lloyd" in red ink; refuse all others.—Sold by chemists, perfumers, and stores, or post-free for 1s. 6d. from LLOYD & Co., 3, Spur-street, Leicester-square, London.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

VANITY FAIR CARTOONS.—A few Complete Sets of the Pictures that have appeared in *Vanity Fair* to date are still to be had on application to the Publisher. There are 36 Cartoons in all. Price, per Set, £2 10s. Offices, 182, Strand, London, W.C.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 26.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-SUMATRA TOBACCO CO., LIMITED.—Petition for winding up, presented June 22, directed to be heard on Saturday, July 4. Eastwood & Co, Lincoln's inn fields. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 3.

KENSINGTON BANK, LIMITED.—Petition for winding up, presented June 24, directed to be heard on July 4. Roy & Cartwright, Lothbury, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 3.

KINSEARS & CO., LIMITED.—Petition for winding up, presented June 24, directed to be heard on July 4. Hays & Co, Abchurch lane, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 3.

ROCK INVESTMENT TRUST, LIMITED.—Petition for winding up, presented June 18, directed to be heard on Saturday, July 4. Saunders & Co, Coleman st, petitioners' solicitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 3.

FRIENDLY SOCIETIES DISSOLVED.

BLACKWELL CO-OPERATIVE SOCIETY, LIMITED, Blackwell, Alfreton, Derby. June 20.

EVERTON ENTERPRISE FRIENDLY SICK AND BURIAL SOCIETY, 11, Heyworth st, Liverpool. June 23.

FRIENDLY SOCIETY, Quaker's Yard Inn, Llanfabon, Glamorgan. June 22.

London Gazette.—TUESDAY, JUNE 30.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ALPHA AIR HORSE COLLAR AND SADDLERY CO., LIMITED.—Petition for winding up, presented June 23, directed to be heard on July 11. Colyer, Wych st, Strand, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 10.

PETROLEUM BULK CARRYING CO., LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Otto Randebrock, 10, Water st, Liverpool.

STEAMSHIP "BREMERHAVEN" CO., LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Otto Randebrock, 10, Water st, Liverpool.

STEAMSHIP "CHARLTON" CO., LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Otto Randebrock, 10, Water st, Liverpool.

STEAMSHIP "CHESTER" CO., LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Otto Randebrock, 10, Water st, Liverpool.

FRIENDLY SOCIETY DISSOLVED.

STAR OF HOPE LODGE, 47, Branch of the Derby Midland United Order of Odd Fellows Friendly Society, Cross Keys Inn, Bicester, Oxford. June 25.

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 12.

TAYLOR, MATTHEW, Regent's park rd, Chemist. July 13. Barron v Taylor, Chitty, J. Jennings, Finsbury rd, Kentish Town.

London Gazette.—TUESDAY, JUNE 16.

MURPHY, MICHAEL, Bootle, Lancaster, Master Mariner. July 11. Curran v Murphy, Registrar, Liverpool. Budd, Liverpool.

RANKIN, ROBERT, Berwick upon Tweed, Boot Manufacturer. July 17. Woods & Co v Clayton, Chitty, J. Weatherhead, Berwick upon Tweed.

WALL, CHARLES, Worcester, Baker. July 10. Wall v Wall, North, J. Corbett, Worcester.

London Gazette.—FRIDAY, JUNE 19.

LONGMIRE, WILLIAM, Osmaburg st, Regent's pk, Builder. July 8. Comrie v Longmire, Kekewich, J. Harcourt & Son, Wool Exchange, Basinghall st.

WEBSTER, RALPH, Ormskirk, Lancaster, Yeoman. July 16. Webster v Gardiner, Liverpool Registrar Hill, Ormskirk.

London Gazette.—TUESDAY, JUNE 23.

LYDD, JOHN, Haverfordwest, Gent. July 21. Powis v Williams, Stirling, J. Fraser, Furnival's inn.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 23.

AGNEW, JOHN PATTERSON, Liverpool, Gunsmith. July 31. Gunn & Sons, Liverpool.

BACON, HARRIET, Mickleham, Surrey. July 30. Hoggood & Dowson, Whitehall pl.

BALLARD, AMELIA, Addison rd, Kensington. Aug 1. Laundry & Co, Strand.

BRAUNTON, HENRY, Hove, Brighton, Clerk in Holy Orders. July 31. St Barbe Sladen & Wing, Westminster.

BURNARD, EDWARD, Falmouth, Gent. July 11. Earl, Plymouth.

CLAYTON, CAROLINE, Aston, Warwick. July 31. Jeffery, Birmingham.

COLE, JAMES, Hanley rd, Hornsey Rise, Cattle Drink Manufacturer. Aug 6. Julius, Finsbury circus.

COOPER, THOMAS, Bristol, Woolstapler. Aug 6. Abbot & Co, Bristol.

CORDEUX, WILLIAM THOMAS, Adam st East, Portman sq, Licensed Victualler. Aug 1. Adams & Hugonin, Long acre.

CORNACK, WILLIAM FORBES, Showborough, nr Tewkesbury, Lieutenant Colonel. July 10. Brydges & Mellish, Cheltenham.

CROSS, EDWARD, Bolton, Lancs, Cotton Spinner. Aug 1. Broadbent & Heelis, Bolton.

DEACON, HENRY, Widnes, Lancs, Chemical Manufacturer. Aug 3. Davies & Co, Warrington.

EMBERTON, JOHN, Audley, Stafford, Wesleyan Minister. July 31. Llewellyn & Ackrill, Tunstall.

ETTY, CHARLES, Kingston upon Hull, Sugar Planter. Aug 1. Jorden, Hull.

FISHER, JOSEPH, Angel crt, Thurgomorton st, Gent. Aug 14. Thompson & Groom, Raymond bldgs, Gray's inn.

GIBBONS, HARRIET, Maidstone. July 30. Stephens & Urnston, Maidstone.

HILBERS, WILLIAM, Brighton, Surgeon Major. Aug 7. Stuckey & Co, Brighton.

LANGWORTHY, JANET, Brighton. Aug 7. Stuckey & Co, Brighton.

LINDON, WILLIAM HENRY, Liverpool, Teamowner. Aug 18. Pierce, Liverpool.

LONGWORTH, ABRAHAM, Little Lever, nr Bolton, Provision Dealer. July 13. Ryley, Bolton.

LOVELAND, ELIZABETH, Chipping Norton, Oxford. July 30. Wilkins, Chipping Norton.

MAICOLM, CATHERINE WELLESLEY, Cadogan pl, Chelsea. Aug 1. Wynne & Son, Lincoln's inn fields.

MELLOR, JOHN, Newmillerdam, Yorks, Stonemason. July 30. Brown & Co, Wakefield.

MOODY, GEORGE, Wakefield, Innkeeper. July 15. Lodge, Wakefield.

MUNKS, THOMAS, Mansfield, Nottingham, Tailor. July 31. Alcock, Mansfield.

PADDISON, ELIZA, Boston, Lincoln. July 1. Waite & Co, Boston.

PEDDER, HENRY, Liverpool, Bachelor. July 31. Bartley & Bird, Liverpool.

PRICE, DAVID, Queen Ann st, Cavendish sq, Esq. Aug 17. Harris, Coleman st.

ROBERTSON, ALICE ROSETTA, Brighton. Aug 1. Wynne & Son, Lincoln's inn fields.

SYMONS, HENRY, Bristol, Inland Revenue Officer. Aug 1. Seldon, Barnstaple.

TOOGOOD, CLARA, Hove, Sussex. July 22. Cockburn, Brighton.

VINCENT, WILLIAM, Amptill sq, Hampstead rd, Esq. July 19. Stibbard & Co, Lenden-hall st.

WALKER, JAMES, Ashfield, Wordley, Staffs, Gent. Aug 1. Homfray & Halberton, Brierley Hill.

WILLSON, ELLEN, Southampton st, Camberwell, Licensed Victualler. July 20. Bowman & Cawley-Bovey, Bedford row.

WILSON, ALFRED, Hillsborough, Sheffield, Millwright. Aug 1. Irons, Sheffield.

WOODRUFF, HARRIET, Dover, Watchmaker. July 25. Stilwell & Harby, Dover.

WOODS, THOMAS, Bristol, Gent. Aug 1. Vizard & Co, Dursley.

WRIGHT, JOHN, Aigburth, Lancaster, Gent. July 23. Jevons & Co, Liverpool.

YOUNG, WILLIAM, Malton, York, Doctor of Medicine. July 23. Shirley Smith, Birmingham.

London Gazette.—FRIDAY, JUNE 26.

ADCOCK, ELEANOR, Syston, Leics. July 31. J & C Harris, Leicester.

ALTHAM, ANNE, Othorne, Yorks. Aug 1. T & A Priestman, Hull.

ANDREW, GEORGE, Mossley, Lancs. July 21. Fletcher, Ashton under Lyne.

BACON, HARRIET, Mickleham, Surrey. July 20. Hoggood & Dowson, Whitehall place.

BENTLEY, JABEZ, Brownroyd, Bradford, Gent. July 31. Watson & Co, Bradford.

BESANT, WILLIAM, Portsea, Hants, Gent. July 24. Besant & Wills, Portsea.

BIRKINSHAW, HENRY, Sheffield, Table Knife Manufacturer. July 25. Vickers & Co, Sheffield.

BLACKLOCK, THOMAS, Georgiana st, Camden Town, Gent. Aug 24. McKenna & Co, Basinghall st.

BRADFORD, MART, Higher Broughton, nr Manchester. Aug 21. Hinde & Co, Manchester.

CARNEY, HARRIET OGYVIA, Kingston upon Hull. Aug 1. T & A Priestman, Hull.

CATLEY, SUSAN, Orchard rd, Brentford. Aug 8. Woodbridge & Sons, Serjeant's inn, Fleet st.

CATTELL, JAMES, Moseley, Worcs, Gent. July 31. Colmore & Monckton, Birmingham.

CLARKE, WILLIAM, Gateshead, Durham, Engineer. Aug 8. Watson & Denby, Newcastle upon Tyne.

CLARKSON, Colonel THOMAS HOLLINGWORTH, Bury. Aug 4. Tamplin & Co, Fenchurch st.

COUPE, ABRAHAM, Clayton le Moors, Lancs, Bricklayer. July 31. Sharples, Accrington.

CROSBY, WILLIAM HORNER, Reefham, Lincs, Gent. July 31. Danby & Son, Lincoln.

DANIELS, WILLIAM, Bitterne, Southampton, Postmaster. July 29. Perkins & Co, Southampton.

DEATH, WOODHAM, Thorley, Herts, Esq. Aug 1. Gee & Son, Bishops Stortford.

DEPREY, VICTOIRE ADELLE, Dieppe, France. Aug 20. Brabant, Gray's inn sq.

EZARD, GEORGE, Earswick, Yorks, Gent. Aug 1. Ware & Sons, York.

FOSS, HENRY, Hong Kong, China, Merchant. Aug 1. Foss & Ledsam, Abchurch lane.

FOX, MARIA, Spark Hill, Worcs. Aug 12. Potts & Potts, Broseley, Salop.

GLASS, FRANCIS, Dunster, Somerset, Esq. July 30. Lawrance & Co, Old Jewry chmbrs.

GREEN, REBECCA, Pleasant row, Nottingham. Aug 31. Truman, Nottingham.

HALLIDAY, JAMES, Saltire, Yorks, Timber Merchant. July 21. Morgan & Morgan, Shipley and Bradford.

HAWKES, WILLIAM ROBERT, Sawbridgeworth, Herts, Esq. Aug 31. Gee & Son, Bishop's Stortford.

HILLEN, ARTHUR, Shottisham, Suffolk, Miller. Aug 4. Walton, Woodbridge.

HORNE, ELIZABETH, South Devon pl, Plymouth. Aug 10. Benett, Devonport.

HUTTON, THOMAS, Durham, Esq., J.P. Aug 1. Chapman, Durham.

KINGSTON, ALBERT, Bridgend, Glam. Aug 11. Roy & Cartwright, Lothbury.

MORTON, CATHERINE JANE, Mulgrave st, Liverpool. Aug 11. Mackay & Cornish, Liverpool.

NEWSAM, ELIZABETH EMMA, York. July 27. Proctor, York.

NORMAN, THOMAS ARTHUR, Hesse, Yorks, formerly Merchant. July 31. England & Co, Hull.

PARKER, WILLIAM COOB, Darlington, Durham, Gent. Aug 13. Lucas & Co, Darlington.

REYNOLDS, WILLIAM, Haverfordwest, Cabinet Maker. Aug 1. Eaton-Evans & Williams, Haverfordwest.

RICHARDSON, ROBERT EDWARD TURNOUR, Westbourne grove, retired Colonel. Aug 1. Nightingale, Crown court, Old Broad st.

ROBERTS, ERASMUS CORYTON, Plymouth, Devon, Esq. Aug 10. Benett, Devonport.

SAUNDERS, EVELYN VIOTON, Ladywell park, Lewisham, Gent. July 20. Hughes, Lancaster pl, Strand.

STEBBING, ALFRED CHARLES, Martin's lane, Cannon st, Merchant. July 25. Wells, Paternoster row.

STEIRLAND, JAMES, Nottingham, Licensed Victualler. Aug 1. Warren, Nottingham.

THOMASON, ELIZABETH, Berwick upon Tweed. Aug 1. Sandersons & Weatherhead, Berwick upon Tweed.

TOMIN, JAMES ASPINALL, Eastham, Chester, Esq. July 31. Field & Co, Liverpool.

TOMKINSON, ELLEN, Rochdale rd, Manchester. Jones, Manchester.

TOOGOOD, CLARA, Hove, Sussex. July 22. Cockburn, Brighton.

TREVELYAN, Sir ALFRED WILSON, Nettlecombe, Somerset, Bart. Aug 12. Witham & Co, Gray's inn sq.

TURNER, WILLIAM ATTHILL, Aole, Norfolk, Gent. July 22. Wiltshire & Son, Great Yarmouth.

WHITTAKER, THOMAS EARLE, Suffolk st, Pall Mall East, Tailor. Sept 1. Hargreaves, Bridge st, Westminster.

WILLIAMS, JOHN MATHER, Bagshot, Surrey. July 27. Hanbury & Co, New Broad st.

WORMALD, WILLIAM, Thornbury, Bradford, Cotton Twister. Aug 22. Gaunt & Co, Bradford.

WRIGHT, NICHOLAS, Broughton, Salford, Fire Engine Manufacturer. Aug 8. Makinson & Co, Manchester.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 26.

RECEIVING ORDERS.

AINSWORTH, WILLIAM, South Bank, Yorks, Builder Stockton on Tees and Middlesbrough Pet June 20 Ord June 20

BENNETT, CHARLES HENRY, Swansea, late Master Mariner Swansea Pet June 23 Ord June 23

BENNETT, JAMES BEARD, Marlborough mews, Window Blind Maker High Court Pet June 24 Ord June 24

BIRNINGHAM, BARTHOLOMEW, Kingston upon Hull, Dry-salter Kingston upon Hull Pet June 22 Ord June 22

BOSCH, H. E. and JOHN DANIEL DOPSON, Liverpool, Corn Merchants Liverpool Pet June 20 Ord June 23

BROADLEY, WILLIAM, Preston, Coal Dealer Preston Pet June 19 Ord June 19

BUCKLEY, JACOB, Nottingham, House Agent Nottingham Pet June 23 Ord June 23

BUTT, EDWARD, Leeds, Builder Leeds Pet June 22 Ord June 22

BUTTERWORTH, JOHN, Leeds, Excavator Leeds Pet June 22 Ord June 22

CAMERON, PETER, Leeds, Restaurant Carver Leeds Pet June 24 Ord June 24

CARLYON, CLEMENT WINSTANLEY, Budleigh Salterton, Devon, Lieutenant Colonel (retired) Exeter Pet June 22 Ord June 22

CASIDY, JOHN MUMFORD, Gravesend, Grocer Rochester Pet June 23 Ord June 23

CATTERMOLE, HORACE, Ipswich, Miller Ipswich Pet June 20 Ord June 20

CLEGG, HENRY GORDON, Manchester, formerly Stock Broker Manchester Pet June 24 Ord June 24

CLEPHAM, EUGENE EDWARD, Stockton on Tees, Architect Stockton on Tees Pet June 23 Ord June 23

COOKE, WILLIAM, Sketty, nr Swansea, late Manager of Oil Works Swansea Pet June 23 Ord June 23

CRISP, JOHN, Norton, Stockton on Tees, Commission Agent Stockton on Tees Pet June 24 Ord June 24

DAY, DAVID, Gravesend, Newsagent Rochester Pet June 23 Ord June 23

DEARNLEY, THOMAS WOOD, Honley, nr Huddersfield, Woollen Manufacturer Huddersfield Pet May 30 Ord June 24

EVANS, WILLIAM, South Walsham, Norfolk, Builder Norwich Pet June 22 Ord June 23

FOSTER, PERCY FELIX, St Thomas rd, Harlesden, Pianoforte Tuner High Court Pet June 22 Ord June 22

GLASSEL, LOUIS, Coventry, Cycle Agent Coventry Pet June 22 Ord June 22

GLYKA, ANTHONY ISIDOR, Chatham, Convict Rochester Pet June 5 Ord June 22

GOODE, JOHN HAMES, Nuneaton, Warwickshire, Commission Agent Birmingham Pet June 18 Ord June 18

GOT, DAVID, Kingston upon Hull, Property Agent Kingston upon Hull Pet June 11 Ord June 24

HOOPER, WILLIAM HENRY, Portsea, Manufacturing Confectioner Portsmouth Pet June 22 Ord June 22

HOOKWAY, ROBERT TAYLOR, Bideford, Architect Barnstaple Pet June 22 Ord June 22

JELLYMAN, FREDERICK, Betherden, Kent, Farmer Canterbury Pet June 24 Ord June 24

JONES, HENRY BROUGH, Birkenhead, Building Material Dealer Birkenhead Pet June 20 Ord June 20

LORD, WILLIAM, Parkhurst rd, Holloway, formerly Clerk in Lloyd's Bank, Lim High Court Pet June 24 Ord June 24

LUND, PHILIP HENRY, York, Painter York Pet June 22 Ord June 22

MAY, HANNAH, Wisbech, Cambs, Widow King's Lynn Pet June 3 Ord June 22

MOON, RICHARD THOMAS, Landport, Confectioner Portsmouth Pet June 23 Ord June 23

NEWICK, WILLIAM CHIDGEY, and JANE NEWICK, Leicester, Oil Dealers Leicester Pet June 20 Ord June 20

PEARSON, HARRY EYRE, Sheffield, Chaser Sheffield Pet June 22 Ord June 22

PORTER, ABRAHAM WARD, and JAMES DANIEL PORTER, Capworth st, Leyton, Contractors High Court Pet June 22 Ord June 22

RAYNOR, JOSEPH, Nottingham, Monumental Mason Nottingham Pet June 23 Ord June 23

RYVES, ARTHUR BERNARD, Birmingham, Stamper Birmingham Pet June 23 Ord June 23

RIDGWAY, WILLIAM THOMAS, Edgware rd, Fishmonger High Court Pet May 28 Ord June 24

RIGG, JOHN ASHBEURN, Askeam in Furness, Lancs, Butcher Ulverston and Barrow in Furness Pet June 22 Ord June 22

ROBINSON, ERNEST JAMES, Gt Western Hotel, Paddington, no occupation Worcester Pet June 11 Ord June 24

SHAW, WILLIAM EDWIN, Cadoretton juxta North, Glam, Nurseryman North Pet June 22 Ord June 22

SIMPSON, WILLIAM SPENCER, Leigh, Staffs, Solicitor Hanley, Burslem, and Tunstall Pet April 29 Ord June 23

TISLEY, JOHN, Headless Cross, nr Redditch, Insurance Agent Birmingham Pet June 18 Ord June 18

TOONE, ROBERT, Birstall, Leics, Milk Seller Leicester Pet June 24 Ord June 24

TREMAISTRE, HENRY ALFRED, East Stonehouse, Devon, Pianoforte Tuner East Stonehouse Pet June 24 Ord June 24

VICKERS, ALBERT FREDERICK, Buxton, Derbyshire, Plumber Stockport Pet June 24 Ord June 24

WALKER, ROBERT, Muscovy court, Corn Factor High Court Ord June 6

WILLIAMS, ALBERT CLIVE, Tonypandy, Glam, Boiler Maker Pontypridd Pet June 22 Ord June 22

WILLIAMS, HUGH, Brynecenny, Anglesey, Tailor Bangor Pet June 24 Ord June 24

WILSON, JOHN, Liverpool, Wine Merchant Liverpool Pet June 24 Ord June 24

YOUNG, FREDERICK, Fortness rd, Kentish Town, Cheesemonger High Court Pet June 22 Ord June 22

FIRST MEETINGS.

BAILEY, JOSEPH GEORGE, Clifton, Bristol, Gardener July 3 at 12 Off Rec, Bank chambers, Bristol

BROADLEY, WILLIAM, Preston, Coal Dealer July 3 at 3 Off Rec, 14, Chapel st, Preston

BROWN, ARTHUR WILLIAM, Fulham rd, Furniture Dealer July 10 at 11 33, Carey st, Lincoln's inn

CASIDY, JOHN MUMFORD, Gravesend, Grocer July 8 at 12.30 Off Rec, High st, Rochester

DAY, DAVID, Gravesend, Newsagent July 8 at 11.30 Off Rec, High st, Rochester

DEARNLEY, THOMAS WOOD, Honley, nr Huddersfield, Woollen Manufacturer July 8 at 8 Haigh & Son, Solicitors, 55, New st, Huddersfield

DUTTON, MARIA, Ellesmere Port, Cheshire, late Grocer July 8 at 2.30 Off Rec, 35, Victoria st, Liverpool

GLASSEL, LOUIS, Coventry, Cycle Agents July 6 at 12 Off Rec, 17, Hertford st, Coventry

GLYKA, ANTHONY ISIDOR, Chatham, Convict July 13 at 11.30 51, Chandery lane

GOSWELL, FRANK, Carter lane, Doctors' Commons, Licensed Victualler July 8 at 11 33, Carey st, Lincoln's inn

HARRISON, WILLIAM, Ipswich, Builder July 3 at 12 36, Princes st, Ipswich

HIGGINS, WILLIAM, Cheriton, nr Alresford, Hants, no occupation July 7 at 2 Off Rec, 4, East st, Southampton

HUMPHRIES, THOMAS, Bloxwich, Staffs, Licensed Victualler July 9 at 11.30 Off Rec, Walsall

JONES, HENRY BROUGH, Birkenhead, Building Material Dealer July 10 at 2.30 Off Rec, 35, Victoria st, Liverpool

LAKE, WILLIAM HENRY, Humberstone, Leics, July 3 at 12 Grocer Off Rec, 34, Friar lane, Leicester

LANGDON, HENRY WALTER STANES, Paignton, Devon, Bootmaker July 7 at 11 10, Athenaeum ter, Plymouth

LANGDON, HENRY WILLIAM, High st, Sutton, Lead Merchant July 9 at 11 33, Carey st, Lincoln's inn

LAWSON, QUINTIN YOUNG, Liverpool, Engineer July 6 at 2 Off Rec, 35, Victoria st, Liverpool

LUCKETT, FREDERICK, Sparkbrook, Birmingham, late Licensed Victualler July 8 at 11 25, Colmore row, Birmingham

LUND, PHILIP HENRY, York, Painter York July 3 at 10 Off Rec, York

MAESSEN, HENRY JAMES, Lime st, Tobaccoist High Court Pet June 11 Ord June 22

MELON, WILLIAM GEORGE, West Glossop, Derbyshire, Confectioner Ashton under Lyne and Stalybridge Pet June 11 Ord June 19

MOON, RICHARD THOMAS, Landport, Confectioner Portsmouth Pet June 23 Ord June 23

NEWICK, WILLIAM CHIDGEY, and JANE NEWICK, Leicester, Oil Dealers Leicester Pet June 20 Ord June 20

NEWTON, HENRY NOURSE, formerly of St Albans High Court Pet March 25 Ord June 22

PEARSON, HARRY EYRE, Sheffield, Chaser Sheffield Pet June 22 Ord June 22

PORTER, ABRAHAM WARD, and JAMES DANIEL PORTER, Capworth st, Leyton, Contractors High Court Pet June 22 Ord June 22

POWELL-WOODLAND, ALBERT EDWARD, Swindon, Wilts, Manufacturer of the Moonseed Bitters Swindon Pet March 4 Ord June 20

POWELL, CHARLES HENRY, Birmingham, Baker Birmingham Pet June 9 Ord June 19

PROUT, WILLIAM, New Southgate, Edmonton, Builder Edmonton Pet Jan 15 Ord June 22

RAYNOR, JOSEPH, Nottingham, Monumental Mason Nottingham Pet June 23 Ord June 23

REDDING, EDWARD, Birmingham, Butcher Birmingham Pet June 15 Ord June 19

SEAL, JOHN, Jermyn st, of no occupation High Court Pet March 24 Ord June 22

SHORROCKS, AMELIA, JOHN SHORROCKS, and THOMAS SHORROCKS, Farnworth, Lancs, Spindle Makers Bolton Pet April 1 Ord June 22

SUMMERS, WILLIAM, Allendale Town, Northbrid, Veterinary Surgeon Newcastle on Tyne Pet May 26 Ord June 22

THWAITES, HARRY ALBERT, Handsworth, Staffs, Stationer Birmingham Pet June 17 Ord June 23

TOONE, ROBERT, Birstall, Leics, Milk Seller Leicester Pet June 24 Ord June 24

VICKERS, ALBERT FREDERICK, Buxton, Derbyshire, Plumber Stockport Pet June 24 Ord June 24

WALTERS, ALBERT, Hastings, Builder Hastings Pet Feb 23 Ord June 20

WILLIAMS, ALBERT CLIVE, Tonypandy, Glam, Boiler Maker Pontypridd Pet June 22 Ord June 22

WILLIAMS, HENRY, Salford, Calenderer Salford Pet June 3 Ord June 24

WILLIAMS, RODRICK LLOYD, Aintree, nr Liverpool, Corn Factor Liverpool Pet June 13 Ord June 23

ADJUDICATIONS.

AINSWORTH, WILLIAM, South Bank, Yorks, Builder Stockton on Tees and Middlesbrough Pet June 20 Ord June 20

ANDERSON, FREDERICK WALTER, Hastings, Builder Hastings Pet May 23 Ord June 20

ARMSTRONG, GEORGE PULLING, Greenham House, Promoter of Companies High Court Pet Apr 7 Ord June 24

BARNES, DOROTHY ANNE, Whitley, Widow Stockton on Tees and Middlesbrough Pet March 20 Ord June 22

BENNETT, CHARLES HENRY, Swansea, late Master Mariner Swansea Pet June 23 Ord June 23

BENNETT, JAMES BEARD, Marlborough mews, Window Blind Maker High Court Pet June 24 Ord June 24

BIRNINGHAM, BARTHOLOMEW, Kingston upon Hull, Dry-salter Kingston upon Hull Pet June 22 Ord June 22

BROADLEY, WILLIAM, Preston, Coal Dealer Preston Pet June 19 Ord June 19

BUCKLEY, JACOB, Nottingham, House Agent Nottingham Pet June 23 Ord June 23

BUTT, EDWARD, Leeds, Builder Leeds Pet June 22 Ord June 22

BUTTERWORTH, JOHN, Leeds, Excavator Leeds Pet June 22 Ord June 22

CAMERON, PETER, Leeds, Restaurant Carver Leeds Pet June 24 Ord June 24

CASIDY, JOHN MUMFORD, Gravesend, Grocer Rochester Pet June 23 Ord June 23

CATTERMOLE, HORACE, Ipswich, Miller Ipswich Pet June 20 Ord June 20

CHRISTIE, H. E., Sandgate, Kent Canterbury Pet April 17 Ord June 22

COOKE, WILLIAM, Sketty, nr Swansea, late Manager of Oil Works Swansea Pet June 23 Ord June 23

COPLAND, WILLIAM, Newcastle on Tyne, House Decorator Newcastle on Tyne Pet June 8 Ord June 22

CRISP, JOHN, Norton, Stockton on Tees, Commission Agent Stockton on Tees Pet June 23 Ord June 24

DAY, DAVID, Gravesend, Newsagent Rochester Pet June 23 Ord June 23

EVANS, WILLIAM, South Walsham, Norfolk, Builder Norwich Pet June 22 Ord June 22

FOSTER, PERCY FELIX, St Thomas rd, Harlesden, Pianoforte Tuner High Court Pet June 22 Ord June 22

GOODE, JOHN HAMES, Nuneaton, Warwick, Commission Agent Birmingham Pet June 18 Ord June 23

HUGHES, CHARLES HENRY, Queen's rd, Peckham, Printer High Court Pet May 14 Ord June 22

HUMPHRIES, THOMAS, Bloxwich, Staffs, Licensed Victualler Walsall Pet June 16 Ord June 22

IMRIE, MONTA ELEANOR LOUISE, Clacton on Sea, Essex, Spinster Colchester Pet March 23 Ord June 23

JEFFERSON, JOHN EDWIN, and WILLIAM JEFFERSON, Keighley, Yorks, Watchmakers Bradford Pet May 30 Ord June 24

JELLYMAN, FREDERICK, Betherden, Kent, Farmer Canterbury Pet June 24 Ord June 24

JERRARD, MICHAEL, Salisbury, Builder Salisbury Pet May 29 Ord June 19

KNIGHT, ERNEST CHARLES, Upper Mitcham, Surrey, Builder Croydon Pet May 27 Ord June 24

LORD, WILLIAM, Parkhurst rd, Holloway, formerly Clerk in Lloyd's Bank, Lim High Court Pet June 21 Ord June 24

LUND, PHILIP HENRY, York, Painter York Pet June 19 Ord June 22

MAESSEN, HENRY JAMES, Lime st, Tobaccoist High Court Pet June 11 Ord June 22

MELON, WILLIAM GEORGE, West Glossop, Derbyshire, Confectioner Ashton under Lyne and Stalybridge Pet June 11 Ord June 19

MOON, RICHARD THOMAS, Landport, Confectioner Portsmouth Pet June 23 Ord June 23

NEWICK, WILLIAM CHIDGEY, and JANE NEWICK, Leicester, Oil Dealers Leicester Pet June 20 Ord June 20

NEWTON, HENRY NOURSE, formerly of St Albans High Court Pet March 25 Ord June 22

PEARSON, HARRY EYRE, Sheffield, Chaser Sheffield Pet June 22 Ord June 22

PORTER, ABRAHAM WARD, and JAMES DANIEL PORTER, Capworth st, Leyton, Contractors High Court Pet June 22 Ord June 22

POWELL-WOODLAND, ALBERT EDWARD, Swindon, Wilts, Manufacturer of the Moonseed Bitters Swindon Pet March 4 Ord June 20

POWELL, CHARLES HENRY, Birmingham, Baker Birmingham Pet June 9 Ord June 19

PROUT, WILLIAM, New Southgate, Edmonton, Builder Edmonton Pet Jan 15 Ord June 22

RAYNOR, JOSEPH, Nottingham, Monumental Mason Nottingham Pet June 23 Ord June 23

REDDING, EDWARD, Birmingham, Butcher Birmingham Pet June 15 Ord June 19

SEAL, JOHN, Jermyn st, of no occupation High Court Pet March 24 Ord June 22

SHORROCKS, AMELIA, JOHN SHORROCKS, and THOMAS SHORROCKS, Farnworth, Lancs, Spindle Makers Bolton Pet April 1 Ord June 22

SUMMERS, WILLIAM, Allendale Town, Northbrid, Veterinary Surgeon Newcastle on Tyne Pet May 26 Ord June 22

THWAITES, HARRY ALBERT, Handsworth, Staffs, Stationer Birmingham Pet June 17 Ord June 23

TOONE, ROBERT, Birstall, Leics, Milk Seller Leicester Pet June 24 Ord June 24

VICKERS, ALBERT FREDERICK, Buxton, Derbyshire, Plumber Stockport Pet June 24 Ord June 24

WALTERS, ALBERT, Hastings, Builder Hastings Pet Feb 23 Ord June 20

WILLIAMS, ALBERT CLIVE, Tonypandy, Glam, Boiler Maker Pontypridd Pet June 22 Ord June 22

WILLIAMS, HENRY, Salford, Calenderer Salford Pet June 3 Ord June 24

WILLIAMS, RODRICK LLOYD, Aintree, nr Liverpool, Corn Factor Liverpool Pet June 13 Ord June 23

London Gazette.—TUESDAY, JUNE 30.

RECEIVING ORDERS.

ADAMS, ROBERT, Park lane, nr Whitefield, Manchester, Farmer Derby Pet June 23 Ord June 25

ALLPORT, C. J., Woburn pl, Russell sq, Electrical Engineer High Court Pet March 16 Ord May 26

ARMSTRONG, ARTHUR, Weston, Notts, Blacksmith Nottingham Pet June 8 Ord June 23

BAKER, WILLIAM, Barford, Norfolk, Publican Norwich Pet June 26 Ord June 26

BELLAMY, WILLIAM, Plymouth, Bootmaker East Stonehouse Pet June 25 Ord June 25

BRADLEY, JOE KAYE, Shepley, nr Huddersfield, Clothier Huddersfield Pet June 15 Ord June 23

BURNINGHAM, JAMES, Cocking, nr Midhurst, Sussex, Grocer Brighton Pet June 26 Ord June 26

CASEY, JOHN, Barnsley, Slater Barnsley Pet June 27 Ord June 27

COPLAND, CHARLES EDWARD, Bradford, Grocer Bradford Pet June 24 Ord June 24

CULLEN, MARY, Brookley Park, Forest hill, Spinster Greenwich Pet May 7 Ord June 23

DAVISON, JOSEPH, Manchester, Joiner Manchester Pet June 26 Ord June 26

DEMOISE, ADOLPHE HIPOLYTE HUBERT, Ramsgate, Licensed Victualler Canterbury Pet June 25 Ord June 25

DUTTON, HELEN, and WALTER JAMES DUTTON, Northwich, Cheshire Nantwich and Crewe Pet June 26 Ord June 26

ENSELL, ELIZABETH, Cleckheaton, Yorks, Draper Bradford Pet June 25 Ord June 25
 GER, FREDERICK JOSEPH, Bristol, Dryalter Bristol Pet June 25 Ord June 25
 GILES, HENRY, and JOSEPH HENRY GILES, East Barnet, Grocers Barnet Pet June 25 Ord June 25
 GROVES, HENRY, Nottingham, Corn Miller's Traveller Nottingham Pet April 23 Ord June 27
 HAINESON, D., Bell lane, Spitalfields, Flour Factor High Court Pet June 6 Ord June 25
 HARGREAVE, CHARLES EDWARD, Leeds, Shop Manager Leeds Pet June 25 Ord June 25
 HOLDEN, HENRY, Bridport, Dorset, Licensed Hawker Dorchester Pet June 27 Ord June 27
 HOWES, THOMAS, Norwich, Journeyman Cabinet Maker Norwich Pet June 25 Ord June 25
 HURST, ALBERT WILLIAM, Coventry, Renovo Manufacturer Coventry Pet June 25 Ord June 25
 ISAAC, WILLIAM, Loughborough, Baker Leicester Pet June 25 Ord June 25
 JAYSON, JAMES, Mill End rd, Tobaccoist High Court Pet June 25 Ord June 25
 KELLETT, FRIEND, Wyke, Yorks, Commercial Traveller Bradford Pet June 25 Ord June 25
 LIDGATE, MARION LILLIE FLORENCE, Torrington sq, Bloomsbury, Boarding house Keeper High Court Pet June 27 Ord June 27
 LOKLEY, WILLIAM, and JOHN BARKER, Earl Shilton, Leics, Boot Manufacturers Leicester Pet June 27 Ord June 27
 MORROW, HENRY, Halifax, Gunmaker Halifax Pet June 27 Ord June 27
 NEVILLE, GEORGE, Southsea, Lodging house Keeper Portsmouth Pet June 13 Ord June 24
 OVERTON, BENJAMIN HOBSON, Gt Grimsby, Tobaccoist Gt Grimsby Pet June 24 Ord June 24
 PAGET, ARTHUR, Loughborough, Mechanical Engineer Leicester Pet June 27 Ord June 27
 PARSONS, F., Laversham rd, Clapham Junction, Builder Wandsworth Pet June 1 Ord June 25
 PARSONS, JAMES, Stretton Sugwas, Herefordshire, Carpenter Hereford Pet June 25 Ord June 25
 REEVE, WILLIAM, Teddington pk, Gent Kingston, Surrey Pet Mar 25 Ord June 25
 ROBERT, GASTON, formerly Cannon st High Court Pet Feb 25 Ord June 25
 SCURRIER, THOMAS, and WILLIAM JOHN EARLE HESLEY, Upper Norwood, Surrey, Builders Croydon Pet June 1 Ord June 25
 THURMAN, CHARLES EDWARD, Ipswich, Merchant Ipswich Pet June 24 Ord June 24
 TURNER, MARY, Cleator Moor, Cumbrld, Milliner Whitehaven Pet June 25 Ord June 25
 TRICHIN and DOBBIN, Earl st, Edgware rd, Licensed Victuallers High Court Pet June 11 Ord June 25
 VON ZEDLITZ, M., Shaftesbury Club, Shaftesbury avenue, Club Promoter High Court Pet June 9 Ord June 25
 WALLS, JAMES, Horwich, Lancs, Insurance Agent Bolton Pet June 25 Ord June 25
 WARREN, JOHN CHALCRAFT, Iping, Sussex, Paper Manufacturer Brighton Pet June 25 Ord June 25
 WEBB, JAMES SINKING, Hatfield, Herts, Butcher St Albans Pet June 27 Ord June 27
 WELLS, ANDREW, York, Furniture Broker York Pet June 25 Ord June 25
 WESTERGAARD, CARL F., formerly Denbigh st, Pinlco, of no occupation High Court Pet May 21 Ord June 27
 WILLIS, ROBERT, Nottingham, Bleacher Nottingham Pet June 25 Ord June 25
 WILSON, ALEXANDER, Aberley, Surrey, Rate Collector Croydon Pet May 25 Ord June 25
 WILSON, DUDLEY WILLIAM, Dempster rd, East Hill, Wandsworth, Clerk High Court Pet June 25 Ord June 25
 WOODCOTT, GEORGE ROBERT, Caterham Valley, Surrey, Nurseryman Croydon Pet June 25 Ord June 25
 WRIGHT, HENRY, Bognor, Sussex, Butcher Brighton Pet June 25 Ord June 25
 YEATES, MARY HANNAH, Portinscale, nr Keswick, Cumbrld, Schoolmistress Cockermouth and Workington Pet June 24 Ord June 24
 The following amended notice is substituted for that published in the London Gazette, June 25.
 REEVES, ARTHUR, BERNARD, Birmingham, Stamper Birmingham Pet June 25 Ord June 25

FIRST MEETINGS.

ADAMS, ROBERT, Park lane, nr Whitefield, Manchester, Farmer July 7 at 2 Off Rec, St James's church, Derby
 BARNES, DOBOTHY ANNE, Whitby, Yorks, Widow July 8 at 3 Off Rec, 8, Albert rd, Middlesbrough
 BELLANT, WILLIAM, Plymouth, Bootmaker July 9 at 12 10, Atherton terrace, Plymouth
 BERRY, CHARLES HENRY, Swanssea, late Master Mariner July 8 at 3 Off Rec, 57, Oxford st, Swanssea
 BIRKINGTON, BARTHOLOMEW, Kingston upon Hull, Dryalter July 7 at 11 Off Rec, Trinity House lane, Hull
 BLAKET, SETH SLATER, Liverpool, Provision Merchant July 9 at 3 Off Rec, 25, Victoria st, Liverpool
 BRADLEY, JOE KATE, Shepley, Huddersfield, Clothier July 9 at 3 High & Son, Solicitors, 55, New st, Huddersfield
 BUCKLEY, JACOB, Nottingham, House Agent July 7 at 3.30 Off Rec, 86 Peter's church walk, Nottingham
 CATTERMOLLE, HORACE, Ipswich, Miller July 7 at 12.15 36, Princes st, Ipswich
 COOKE, WILLIAM, Sketty, nr Swansea, late Manager of Oil Works July 8 at 12 Off Rec, 91, Oxford st, Swansea
 COYLAND, CHARLES EDWARD, Bradford, Grocer July 8 at 11 Off Rec, 31, Manor row, Bradford
 DAVIES, JONES, Avery row, New Bond st, Dining House Keeper July 10 at 1 25, Carey st, Lincoln's inn
 ENSSELL, ELIZABETH, Cleckheaton, Yorks, Draper July 10 at 11 Off Rec, 31, Manor row, Bradford
 GER, FREDERICK JOSEPH, Bristol, Dryalter July 13 at 1 Off Rec, Bank chambers, Bristol
 GOSWICK, JOHN HANES, Nuneaton, Warwickshire, Commission Agent July 9 at 11 25, Colmore row, Birmingham

GOURLAY, W., Upper James st, Golden sq, Builder July 10 at 12 33, Carey st, Lincoln's inn
 HOOKER, WILLIAM HENRY, Portsea, Manufacturing Confectioner July 8 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 HOW, JOHN, St James's st, Walthamstow, Builder July 8 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 HUGHES, CHARLES HENRY, Queen's rd, Pockham, Printer July 10 at 2.30 33, Carey st, Lincoln's inn
 HURST, ALBERT WILLIAM, Coventry, Renovo Manufacturer July 8 at 11 Off Rec, 17, Hertford st, Coventry
 ISAAC, WILLIAM, Loughborough, Baker July 10 at 2 Off Rec, 34, Friar lane, Leicester
 JAGGER, JOE STOTT, Doncaster, Auctioneer July 9 at 3 Off Rec, Figtrees lane, Sheffield
 JENNINGS, EDWARD, Bath, Contractor July 9 at 11 1, Abbey st, Bath
 KELLETT, FRIEND, Wyke, Yorks, Commercial Traveller July 9 at 11 Off Rec, 31, Manor row, Bradford
 LOKLEY, WILLIAM, and JOHN BARKER, Earl Shilton, Leics, Boot Manufacturers July 7 at 3 Off Rec, 34, Friar lane, Leicester
 MOON, RICHARD THOMAS, Landport, Confectioner July 7 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 NEVILLE, GEORGE, Southsea, Lodging house Keeper July 8 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 NEWBERRY, GEORGE, South Norwood, Surrey, Auctioneer July 7 at 11.30 24, Railway approach, London Bridge
 PEARSON, HARRY EYRE, Sheffield, Chaser July 9 at 3.30 Off Rec, Figtrees lane, Sheffield
 PIKE, CHARLES, Penge, Surrey, Draper July 8 at 11.30 24, Railway approach, London Bridge
 PORTER, ABRAHAM WARD, and JAMES DANIEL PORTER, Capworth st, Leyton, Contractors July 8 at 11 Bankruptcy bldgs, Lincoln's inn fields
 RAYNOR, JOSEPH, Nottingham, Monumental Mason July 7 at 11 Off Rec, St Peter's church walk, Nottingham
 ROBERT, WILLIAM ROUSE BYRON, Bulth, Brecon, Lodging House Keeper July 7 at 1 Off Rec, Llandidies, Seab, GEORGE, Watford, Herts, Builder July 7 at 12.30 Malden Hotel, Watford
 SHAW, WILLIAM EDWIN, Cadoxton juxta Neath, Glam, Nurseryman July 7 at 12 Off Rec, 97, Oxford st, Swansea
 THURMAN, CHARLES EDWARD, Ipswich, Miller July 7 at 4.30 36, Princes st, Ipswich
 THWALTER, HARRY ALBERT, Handsworth, Staffs, Stationer July 10 at 11 25, Colmore rd, Birmingham
 TISLEY, JOHN, Headless Cross, nr Redditch, Insurance Agent July 10 at 12 25, Colmore row, Birmingham
 TOONE, ROBERT, Birstall, Leics, Milk Seller July 7 at 12 Off Rec, 34, Friar lane, Leicester
 TREMAINE, HARRY ALFRED, East Stonehouse, Devon, Piano-forte Tuner July 9 at 11 10, Athenaeum terrace, Plymouth
 VICKERS, ALBERT FREDERICK, Buxton, Derbyshire, Plumber July 8 at 10.30 Off Rec, County chambers, Market place, Stockport
 WALLS, JAMES, Horwich, Lancs, Insurance Agent July 13 at 3 16, Wood st, Bolton
 WELLS, ANDREW, York, Furniture Broker July 13 at 12 Off Rec, York
 WILLS, ROBERT, Nottingham, Bleacher July 7 at 12 Off Rec, St Peter's church walk, Nottingham
 YEATES, MARY HANNAH, Portinscale, nr Keswick, Cumbrld, Schoolmistress July 9 at 2.45 County Court house, Keswick
 The following amended notice is substituted for that published in the London Gazette, June 19.
 VENNER, RICHARD, Plough rd, nr Wandsworth, Wholesale Egg Merchant July 2 at 12.30 24, Railway app, London Bridge
 The following amended notices are substituted for those published in the London Gazette of June 23.
 JACKSON, WILLIAM, Oldham, Coal Merchant July 9 at 3 Off Rec, Priory chambers, Union st, Oldham
 YATES, JOHN, Kidderminster, Grocer July 8 at 2 A. S. Thurstfield, solicitor, Kidderminster

ADJUDICATIONS.

BAKER, WILLIAM, Barford, Norfolk, Publican Norwich Pet June 25 Ord June 25
 BELLANT, WILLIAM, Plymouth, Bootmaker East Stonehouse Pet June 25 Ord June 25
 BLAKEY, SETH SLATER, Liverpool, Provision Merchant Liverpool Pet June 19 Ord June 27
 BONDY, ALFRED PHILIP, Old Broad st, Company Promoter High Court Pet April 7 Ord June 25
 BURNINGHAM, JAMES, Cocking, nr Midhurst, Sussex, Grocer Brighton Pet June 25 Ord June 25
 CANN, JOHN, Barnsley, Slater Barnsley Pet June 27 Ord June 27
 COLWILL, JONATHAN, Halworthy, Cornwall, Bootmaker East Stonehouse Pet May 25 Ord June 25
 COYLAND, CHARLES EDWARD, Bradford, Grocer Bradford Pet June 24 Ord June 24
 DRINGQUIER, ADOLPHE HIPPOLYTE HUBERT, Ramsgate, Licensed Victualler Canterbury Pet June 25 Ord June 25
 DUTTON, HERLES, and WALTER JAMES DUTTON, Northwich, Cheshire, Nantwich and Crowe Pet June 25 Ord June 25
 ENSSELL, ELIZABETH, Cleckheaton, Draper Bradford Pet June 25 Ord June 25
 GLASER, LOUIS, Coventry, Cycle Agent Coventry Pet June 22 Ord June 25
 GOURLAY, W., Upper James st, Golden sq, Builder High Court Pet May 5 Ord June 27
 HARGREAVE, CHARLES EDWARD, Leeds, Shop Manager Leeds Pet June 25 Ord June 25
 HARRINGTON, JOHN, Canterbury, Tobaccoist Canterbury Pet June 3 Ord June 21
 HOWES, THOMAS, Norwich, late Builder Norwich Pet June 25 Ord June 25
 HURST, ALBERT WILLIAM, Coventry, Renovo Manufacturer Coventry Pet June 25 Ord June 27

ISAAC, WILLIAM, Loughborough, Baker Leicester Pet June 25 Ord June 25
 KELLETT, FRIEND, Wyke, Yorks, Commercial Traveller Bradford Pet June 25 Ord June 25
 LAKE, WILLIAM HENRY, Humberstone, Leics, Grocer Leicester Pet June 20 Ord June 27
 LEWIS, JOSEPH, and JAMES PRESTON, Leicester, Wholesale Boot Manufacturers Leicester Pet May 30 Ord June 23
 LIDGATE, MARION LILLIE FLORENCE, Torrington sq, Bloomsbury, Boardinghouse keeper High Court Pet June 27 Ord June 27
 LOKLEY, WILLIAM, and JOHN BARKER, Earl Shilton, Leics, Boot Manufacturers Leicester Pet June 27 Ord June 27
 MARTIN, FRANK, Wardour, Wilts, Painter Salisbury Pet June 6 Ord June 25
 MICHAEL, JOHN, Llanfachraeth, Anglesey, Draper Bangor Pet June 2 Ord June 25
 NICHOLAS, FREDERICK, Upper Gloucester pl, Dorset sq, formerly Stockbroker High Court Pet May 20 Ord June 25
 OVERTON, BENJAMIN HOBSON, Gt Grimsby, Tobaccoist Gt Grimsby Pet June 24 Ord June 24
 PARSONS, JAMES, Stretton Sugwas, Herefordshire, Carpenter Hereford Pet June 25 Ord June 25
 ROBERTS, WILLIAM ROUSE BYRON, Bulth, Brecon, Lodging house Keeper Newport Pet June 20 Ord June 25
 SMITH, GILBERT, Stourbridge, Worcs, Tailor Stourbridge Pet May 30 Ord June 22
 STAY, JAMES, Easton Royal, Wilts, Dairyman Yeovil Pet May 12 Ord June 25
 TREMAINE, HARRY ALFRED, East Stonehouse, Devon, Piano-forte Tuner East Stonehouse Pet June 23 Ord June 27
 TURNER, MARY, Cleator Moor, Cumbrld, Milliner Whitehaven Pet June 25 Ord June 27
 TWIZDALE, SAMUEL JOSEPH, Guildford, Surrey, Licensed Victualler Guildford Pet June 16 Ord June 27
 WALLS, JAMES, Horwich, Lancs, Insurance Agent Bolton Pet June 25 Ord June 27
 WELLS, ANDREW, York, Furniture Broker York Pet June 25 Ord June 25
 WILLS, ROBERT, Nottingham, Bleacher Nottingham June 26 Ord June 26
 WILSON, DUDLEY WILLIAM, Dempster rd, East Hill, Wandsworth, Clerk High Court Pet June 25 Ord June 25
 WILSON, JOHN, Liverpool, Wine Merchant Liverpool Pet June 24 Ord June 26
 WILSON, WILLIAM HORACE, Weymouth, Army Tutor Dorchester Pet June 2 Ord June 26
 WRIGHT, HENRY, Bognor, Sussex, Butcher Brighton Pet June 24 Ord June 25
 YEATES, MARY HANNAH, Portinscale, nr Keswick, Cumbrld, Schoolmistress Cockermouth and Workington Pet June 24 Ord June 24
 YOUNG, FREDERICK, Fortess rd, Kentish Town, Cheesemonger High Court Pet June 22 Ord June 25

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

O'FARRELL, H P C, Brighton High Court Rec Ord June 5, 1889 Adjud Aug 9, 1889 Resc and Annul June 27

SALES OF ENSUING WEEK.

July 6.—Messrs. BAKER & SONS, on the Estate, Wandsworth Common, at 6 for 6.30 p.m. (see advertisement, this week, p. 602).
 July 7.—Messrs. DRENNHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Investment (see advertisement, June 6, p. 7).
 July 8.—Messrs. EDWIN FOX & BOUSFIELD at the Mart, E.C., at 2 o'clock, Freehold Estate and Properties, and Freehold and Leasehold ground Rents (see advertisement, this week, p. 601, also June 27, p. 583).
 July 8.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Plough Inn, Biddington, at 6.30 p.m., Freehold Building Plots (see advertisement, June 6, p. 3).
 July 9.—Messrs. BEADEL & Co., at the Mart, E.C., at 2 o'clock, Freehold Estate and Freehold Building Estate (see advertisement, June 6, p. 10).
 July 9.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Properties (see advertisement, June 6, p. 3).
 July 10.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Debentures (see advertisement, this week, p. 602).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.